Gasb 34 Footages for Historical Cost Drain Length Log

Drain-Improvement: Elliott Creek Drain: Lakeside Park Sec. 1

					if Applicable		
Orain Type:	Size:	Length	Length (DB Query)	Length Reconcile	Price:	Cost:	
550	Le "	3934	3934	ø	*		
PLP	(2"	Celes."	lole!	ø			
RLP	15"	1705'	17051	ø			
RCP	18"	34'	34′	Ø			
RCP	21"	3(0)	360'	ø			
RLP	24"	308'	308 '	Ø			
RCP	27"	1186'	1186'	Ø			
RCP	<i>3</i> 0"	541	541 '	Ø			
open		1435	1435 ′	ø			
			. 17 60				
	Sum:	10,164	10,164	<u>\$</u>	9	*Band	
nal Report: الم	»4 '						
omments:		·					

GASB 34 – Value Calculations Lakeside Park Secs. 1 & 2

Lakeside Park Sec. 1 Bonds: \$400,476.00

JW Brendle– Lakeside Park Sec 1 Arm = 8749 ft / 19665 ft = 0.4449021 X (\$400,746.00) = \$178,172.65 Elliot Creek– Lakeside Park Sec.1 Arm = 10,916 ft / 19665 ft + 0.5550978 X (\$400,746.00) = \$222,303.35

Lakeside Park Sec. 2 Bonds: \$79,600.00

JW Brendle– Lakeside Park Sec. 2 Arm =1916 ft / 6205ft = 0.3087832 X (\$79,600.00) = \$24,579.15 Elliot Creek– Lakeside Park Sec. 2 Arm =4289 ft / 6205ft = 0.6912167 X (\$79,600.00) = \$55,020.85





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

March 24, 2003

Re: Elliott Creek Drain, Lakeside Park Section 1

Attached is a petition by Roehling Enterprises, Inc., non-enforcement request, plans, calculations, quantity summary and assessment roll for the Lakeside Park Section 1 Arm, Elliott Creek Drain to be located in Clay Township. 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'' SSD $-4,718$ ft	18" RCP - 30 ft	27" RCP - 1,014 ft
12" RCP – 694 ft	21" RCP – 451 ft	30" RCP - 546 ft
15" RCP – 1,714 ft	24" RCP – 314 ft	Open Ditch – 1,435 ft

The total length of the drain will be 10,916 feet.

The retention ponds (Lakes 3, 4 and 4A) located in Common Areas 1, 5 and 6 are to be considered part of the regulated drain. The inlet and outlet will be maintained as part of the regulated drain. The maintenance of the ponds (lakes), such as mowing, will be the responsibility of the Homeowners Association. The Board will also retain jurisdiction for ensuring the storage volume for which the lake was designed will be retained. Thereby, allowing no fill or easement encroachments.

The subsurface drains (SSD) to be part of the regulated drain are those located under the curbs. Only the main SSD lines, which are located within the right of way are to be maintained as regulated drain. Laterals for individual lots will not be considered part of the regulated drain.

The open ditch listed above is that south of 136th Street across tract #17-09-28-00-00-003.000 owned by Brenwick TND Communities, LLC. This is to be a temporary open ditch which will be replaced by storm sewer when Brenwick develops the tract as part of Village of West Clay. The open ditch ends at a point about 1,286 feet south of the section line for section 28, township 18 North, Range 3 East. Said point is on the east line of the above mentioned tract.

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 \$10.00 per acre, \$10.00 per acre for roadways, with a \$65.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$1,839.60.

The developer has submitted surety for the construction of the proposed regulated drain. The surety has been submitted for the entire section 1 of Lakeside Park although the facilities are within two drainage sheds, Elliott Creek and Brendle Drain. The sureties from Gulf Insurance Group dated March 3, 2003 are as follows:

Bond Number	B2-1873922	Erosion Control	\$ 53,972.00
Bond Number	B2-1873919	0.00 1. 0.	\$ 78,348.00
Bond Number	B2-1873917	Sec. 1 Storm RCP & Subsurface Drains	\$268,156.00

Parcels assessed for this drain may be assessed for the Osborn & Collins or Williams Creek Drain at sometime in the future.

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

Drainage easements have been obtained by Roehling Enterprises, Inc. for that portion of the new drainage facilities which will be located offsite. The portion of the drain which will run east parallel with the north right of way for 136th Street will be within a 15 foot drainage easement. Also, the open ditch described above across the Brenwick Property has been covered with a temporary 20 foot easement. These easements, which have been recorded in the Recorder's Office of Hamilton County, are across the following properties:

Parcel Number	Property Owner	Easement Instr. Number
17-09-21-00-00-011.002	Andrew W. & Rhonna Crook	200300020240
17-09-21-00-00-011.000	Terry E. & Tina A. Huff	200300020242
17-09-28-00-00-003.000	Brenwick TND Communities, LLC	200300020241

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 Lakeside Park Section 1 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for April 28, 2003.

Kenton C. Ward

Hamilton County Surveyor

KCW/llm

STATE	OF INDIANA)			
COUN	TY OF HAMILTO	N)			
TO:		JNTY DRAINAGE BOA	ARD , Noblesville, IN 46060		
	In the matter of	Lakeside Park	Subdivision, Section _	One	Drain
Petition	•				

Petitioner is the owner of all lots in the land affected by the proposed new regulated drain. The Lakeside Park drainage will affect various lots in <u>Subdivision</u>, 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 believers 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 benefitted thereby. Petitioner 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:

- 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.

FILE OF

- 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 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 Petitioner cost as per IC 36-9-27-46.

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

Raymond F	H. Roehling	
President	<u>.</u>	
Printed Name		
Rachet	Rochly	
Signed	0	
Roehling	Enterprises,	Inc.
Printed Name		
RECOR	DED OWNER(S) OF LAND INVOLVED
DATE	4.	

To:	Hamilton County Drainage Board	Date:
Re:	Elliott Creek	Drain
.		(Here-in-after "Petitioner"),
	<u> </u>	nage Board under IC 36-9-27-66 for an arm to
		Drain in order to
Serv	e the property of the petitioner. Th	e petitioner, in support of said petition,
advi	ses the Board that:	
	program and that land of the petiti maintenance of the regulated drain;	Drain is presently on a maintenance oner is assessed as benefited by the tiled drain connecting the land of the
	petitioner with the regulated drain	i
. 3	. The waters from the petitioners lan to reach the regulated drain;	d flow over or through land owned by others
4	. The legal description of lands thro along with the parcel numbers, name shown on Exhibit "A" which is attac	ugh which the new regulated drain will run and address of each owner of that land is hed;
5	. The general route of the proposed nois shown on Exhibit "B" which is at	ew regulated drain and method of construction tached.
6	. Patitioner agrees to pay all legal construction of the proposed new re-	and construction costs involved with the gulated drain.
_/4	signed A fookling	RAY moved H. Rochling

Feed To The Table

NOV 2 0 2002

R.M. Stoeppelwerth, PE, PLS • David J. Stoeppelwerth, PE, PLS • Curtis C. Huff, PLS • Dennis D. Olmstead, PLS • Jeffory W. Darling, PLS

January 16, 2003

Hamilton County Surveyor One Hamilton County Square Suite 188 Noblesville, Indiana 46060

Attention: Steve Cash

Re: Lakeside Park, Section 1

Dear Mr. Cash:

Please accept the following Engineer's Estimate for Lakeside Park, Section 1. The amounts are as follows:

Lakeside Park, Section 1 Engineer's Estimate

Description	Qu	antity	Unit	Unit Price	Total
ON SITE STOR	M	**		and the second	
Storm Sewer					
12" RCP	,	1225	LF	\$15.55	\$19,048.00
15" RCP	•	√ 694	LF	\$17.53	\$12,166.00
18" RCP		229	LF	\$20.04	\$4,590.00
21" RCP		√ 428	LF	\$23.44	\$10,032.00
24" RCP		¥ 394	LF	\$24.39	\$9,609.00
27" RCP		√ ₁₅₀₁	LF	\$30.48	\$45,751.00
30" RCP		√ 846	LF	\$34.10	\$28,848.00
33" RCP	*	√ 209.	LF	\$44.55	\$9,311.00
Storm Manholes		3	EA	\$1,628.00	\$4,884.00
Beehive Inlets		12	EA	\$1,614.00	\$19,368.00
Curb Inlets	•	. 30	EA	\$1,500.00	\$45,000.00
Inlet Protection		42	EA	\$35.00	\$1,470.00
Rip-Rap		80	TON	\$40.00	\$3,200.00
12" End-Section		3	EA	\$454.00	\$1,362.00
15" End-Section		2	EA	\$475.00	\$950.00
24" End-Section		1	EA	\$617.00	\$617.00
30" End-Section		8	EA	\$800.00	\$6,400.00
38" End-Section		1	EA	\$1,106.00	\$1,106.00
6" Curb Under Drain		9886	LF	\$4.50	\$44,444.00
•	Total				\$268,156.00 🗸

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Hamilton County Surveyor Steve Cash January 16, 2003 Page 2

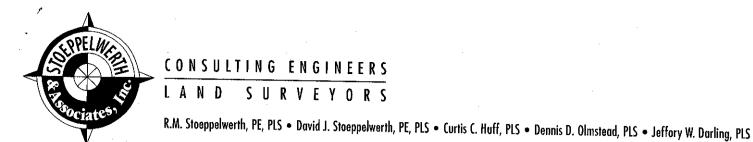
Lakeside Park, Section 1 Engineer's Estimate cont.

Description Q STORM OFF SITE	uantity	Unit	Unit Price	Total
Storm Sewer				
12" RCP	105	LF	\$14.54	\$1,527.00
15" RCP	1499	LF	\$16.85	\$25,258.00
24" RCP	61	LF	\$27.20	\$1,659.00
27" RCP	168	LF	\$31.36	\$5,268.00
Storm Manholes 48"	5	EA	\$1,836.00	\$9,180.00
Storm Manhole 2ft x 2ft	. 5	EA	\$1,711.00	\$8,555.00
15" End-Section	1	EA	\$475.00	\$475.00
24" End-Section	1	EA	\$617.00	\$617.00
Rip-Rap	10	TON	\$40.00	\$400.00
Street Cut-Towne Road	1	LS	· ·	\$9,656.00
Street Cut-136 th Street	1	LS	-	\$6,870.00
Driveway Cut-136th Street	1	LS	· •	\$3,728.00
Finish Grade Off-Site Storm	. 1	LS		\$5,155.00
Total			*	\$78,348.00 ¥
	•			
Erosion Control				
Permanent Seeding 23,700.00	474000	SF	\$0.05	\$24,847.00 D
R/W Seeding \$5100.00	102000	SF	\$0.05	\$5,347.00
Silt Fence \$ 2012.40	1560	LF	\$1.29	\$2,008.00
Swale Blankets \$17875,20	127680	SF	\$0.14	\$17,753.00
Temporary Pad Seeding	13	AC	\$309.00	\$4,017.00
\$57104.60 Total				\$53,972.00
Witness my signature this	1614	day of _	JANUARY	, 2003.

David J. Stoeppelwerth Professional Engineer No. 19358

S/41760S1/Agency/EngEst





January 23, 2003

Hamilton County Surveyor One Hamilton County Square Suite 188 Noblesville, Indiana 46060

Attention: Steve Cash

OFFICE OF HAMILTON COUNTY SOURCEYOR

Re: Lakeside Park, Section 1

Dear Mr. Cash:

Please accept the following Engineer's Estimate for Lakeside Park, Section 1. The amounts are as follows:

Lakeside Park, Section 1 Engineer's Estimate

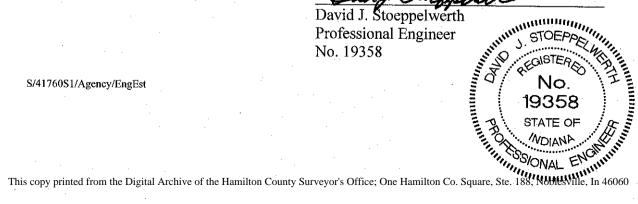
Description ON SITE STORM	Quantity	Unit	Unit Price	Total	
Storm Sewer					
12" RCP	1225	LF	\$15.55	\$19,048.00	
15" RCP	694	LF	\$17.53	\$12,166.00	
18" RCP	229	LF	\$20.04	\$4,590.00	
21" RCP	428	LF	\$23.44	\$10,032.00	
24" RCP	394	LF	\$24.39	\$9,609.00	
27" RCP	1501	LF	\$30.48	\$45,751.00	
30" RCP	846	LF	\$34.10	\$28,848.00	
33" RCP	209	LF	\$44.55	\$9,311.00	
Storm Manholes	3	EA	\$1,628.00	\$4,884.00	
Beehive Inlets	12	EA	\$1,614.00	\$19,368.00	
Curb Inlets	30	EA	\$1,500.00	\$45,000.00	
Inlet Protection	42	EA	\$35.00	\$1,470.00	
Rip-Rap	80	TON	\$40.00	\$3,200.00	
12" End-Section	3	EA	\$454.00	\$1,362.00	
15" End-Section	2	EA	\$475.00	\$950.00	
24" End-Section	1	EA	\$617.00	\$617.00	
30" End-Section	8	EA	\$800.00	\$6,400.00	
38" End-Section	1	EA	\$1,106.00	\$1,106.00	
6" Curb Under Drain	9886	LF	\$4.50	\$44,444.00	
To	tal		Ţ 1. ₽ 0	\$268,156.00	

Hamilton County Surveyor Steve Cash January 23, 2003 Page 2

Lakeside Park, Section 1 Engineer's Estimate cont.

Description STORM OFF SITE	Quantity	Unit	Unit Price	Total
Storm Sewer		•	•	
12" RCP	105	$_{ m LF}$	\$14.54	\$1,527.00
15" RCP	1499	$\mathbf{L}\mathbf{F}^{-}$	\$16.85	\$25,258.00
24" RCP	61	LF	\$27.20	\$1,659.00
27" RCP	168	LF	\$31.36	\$5,268.00
Storm Manholes 48"	5	EA	\$1,836.00	\$9,180.00
Storm Manhole 2ft x 2ft	5	EA	\$1,711.00	\$8,555.00
15" End-Section	1	EA	\$475.00	\$475.00
24" End-Section	1	EA	\$617.00	\$617.00
Rip-Rap	10	TON	\$40.00	\$400.00
Street Cut-Towne Road	1	LS	_	\$9,656.00
Street Cut-136 th Street	. 1	LS	-	\$6,870.00
Driveway Cut-136 th Street	1	LS	· -	\$3,728.00
Finish Grade Off-Site Storm	1	LS	_	\$5,155.00
Total				\$78,348.00
Erosion Control				
Permanent Seeding	474000	SF	\$ 0.052	\$24,847.00
R/W Seeding	102000	SF	\$0.052	\$5,347.00
Silt Fence	1560	LF	\$ 1.287	\$2,008.00
Swale Blankets	127680	SF	\$ 0,139	\$17,753.00
Temporary Pad Seeding	13	AC	7 20 11 21	\$4,017.00
Total			\$309.00	\$53,972.00
Monuments & Markers	26	EA	\$150.00	\$3,900.00
Witness my signature this	23°D	day of _	ANUARY	, 2003.

David J. Stoeppelwerth





3055 Lebanon Road, Suite 3-1100, Building Three Nashville, TN 37214

PAYMENT BOND

B2 1873922

Payment Bond No.

BY THIS BOND, WE, Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033 as Principal, and Gulf Insurance Company, Nashville, Tennessee 37214, a corporation, as Surety, are bound unto Hamilton County Board of Commissioners 1700 South 10th Street Noblesville, IN 46060 herein called Owner, in the sum of Fifty-Three Thousand Nine Hundred Seventy-Two & 00/100**** Dollars (\$) 53,972.00 for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally. THE CONDITION OF THIS BOND is that if Principal: 1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated the 312 day of march, 2003 2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of default by Principal under paragraph 1 of this bond; then this bond is void; otherwise it remains in full force. Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond. DATED ON day of March President (Title) (Seal) GULF INSURANCE COMPANY (Surety) (Seal) Michael D. Ward Attorney-In-Fact

GULF INSURANCE COMPANY HARTFORD. CONNECTICUT POWER OF ATTORNEY

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached." Gulf Insurance Company does hereby make, constitute and appoint

Dan E. Ries

Susan A. Yeazell

Michael D. Ward

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, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF NEW YORK COUNTY OF NEW YORK

GULF INSURANCE COMPANY

Lawrence P. Miniter **Executive Vice President**

On this 1st day of October, AD 2001, before me came Lawrence P. Miniter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK COUNTY OF NEW YORK

SH CORPORATE COMPO

SEAI

WECTIC

ANĞIE MAHABIR-BEGAZO Notary Public, State of New York No. 01MA6019988

Qualified in Kings County Commission Expires February 16, 2007

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force. SURANCE COMPORATE CORPORATE

Signed and Sealed at the City of New York.

Dated the

day of March , 2003

This copy printed from the Digital Archive of the Hamilton Cobinty Surveyor's Office; One Hamilton Co. Square,

George Biancardi Senior Vice President



HCDB-2003-00012

3055 Lebanon Road, Suite 3-1100, Building Three Nashville, TN 37214

		Performa	ince Bond N	To.B2 1873	922	
KNOW ALL MEN BY THESE PRESENTS THAT Roehling Enterprises, (hereinafter called Principal), as Principal, and the GULF INSURANCE C ts Principal Office in Nashville, Tennessee 37214 (hereinafter called Sure Hamilton County Board of Commissioners 1700 South 10th Street Nob (hereinafter called Obligee), in full and just sum of Fifty-Three Thousand	OMPA ty), as olesville	NY, a corp Surety, are , IN 4606	oration of the held and fire o	ne State of Cont rmly bound unt	necticut, wi	th
00/100****						_
To the payment of which sum, well and truly to be made, the Principal and executors, administrators, successors and assigns, jointly and severally, fir	d Surety rmly by	y bind them these prese	selves, their ents.	and each of the	ir heirs,	
WHEREAS, the principal has entered into a certain written contracted date with the Obligee for Erosion Control Section I	ed the	314	day of _	manh	2003	_,
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS against any and all loss or damage directly arising by reason of the failure obligation shall be void; otherwise to remain in full force and effect. This bond is executed and accepted upon the following express conditions 1) That the obligee shall faithfully and punctually perform all the tobligee. 2) That if the Principal shall abandon said contract or be lawful thereunder, the Surety shall have the right at its option to complete said constant to the contract within a reasonable time after such breach shall have defineer. 4) That the Surety shall not be liable for any provisions of the converging qualities, or for the maintenance or repairs, nor is the Surety oblighted contract or specifications. 5) All suits at law or proceedings in equity to recover on this bond	s precede terms a fully coontract dressed come to htract oligated	Principal to dent: nd condition ompelled by or to sublet and mailed to the know or specificat to furnish a	ns of said correason of the completed to it at its ledge of the ions respecting other bo	ontract to be per a default to contion thereof. Principal Office e Obligee, or the	erformed by ease operate, of any brue Architectof efficience	y the tions reach et, or cy or ns of
of said contract, and in any event within twelve months from the date fixed	ed in sa	id contracto	or for its cor	npletion.	•	
Signed and sealed this 3rd day of March	, .	2003	•			
Witness Sauen Rochlig	 By	SE CR	ehling Enter (Princi	pal) NEa Sea	e (Seal)	
Witness Wany On	By	GULF	INSURAN (Sure	ICE COMPANI Ory)	Y (Seal)	-

Michael D. Ward Attorney-In-Fact



1-10 DB- 2003- 000 3055 Lebanon Road, Suite 3-1100, Building Three Nashville, TN 37214

Performance Bond No. B2 1873919	
KNOW ALL MEN BY THESE PRESENTS THAT Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033 (hereinafter called Principal), as Principal, and the GULF INSURANCE COMPANY, a corporation of the State of Connecticut, wi its Principal Office in Nashville. Tennessee 37214 (hereinafter called Supers)	_
Hamilton County Board of Commissioners 1700 South 10th Street Noblemilla Di 4000	th
(hereinafter called Obligee), in full and just sum of Seventy-Eight Thousand Three Hundred Forty-Eight Dollars (\$) 78,348.00 & 00/100****),
To the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.	_
WHEREAS, the principal has entered into a certain written contracted dated the 3 rd day of March 2003 with the Obligee for Offsite Storm R.C.P.	_,
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall indemnify the Obligation and all loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then to obligation shall be void; otherwise to remain in full force and effect.	gee this
This bond is executed and accepted upon the following express conditions precedent:	
1) That the obligee shall faithfully and punctually perform all the terms and conditions of said contract to be performed by Obligee. 2) That if the Principal shall abandon said contract or be lawfully compelled by reason of a default to cease operation thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.	ons
of said contract within a reasonable time after such breach shall have come to the knowledge of the Obligee, or the Architect, Engineer.	or
4) That the Surety shall not be liable for any provisions of the contract or specifications respecting guarantees of efficiency wearing qualities, or for the maintenance or repairs, nor is the Surety obligated to furnish any other bond covering such provisions the contract or specifications.	of
5) All suits at law or proceedings in equity to recover on this bond must be instituted within twelve months after the completion of said contract, and in any event within twelve months from the date fixed in said contractor for its completion.	ion
Signed and sealed this 3rd day of March, 2003	
Witness Sauth Colling Enterprises, Inc. (Principal)	
Witness /) aut & Nothing By State four state (Selle)	
GULF INSURANCE COMPANY (Surety)	
Witness By William (Seal)	

Michael D. Ward Attorney-In Fact



3055 Lebanon Road, Suite 3-1100, Building Three Nashville, TN 37214

Payment Bond No. B2 1873919

PAYMENT BOND

вү т	HIS BOND, WE,	Roehling Enterprises, Inc.	11722 Bradford Pla	ce Carmel IN	46033			
45 F I I	uicipai, and Guif in	surance Company, Nashvil	lle. Tennessee 3721/	1 a composation	0 C	, are bound unto		
1141111	TIOH COUNTY DOME	of Commissioners 1700	South 10th Street - 1	Noblecuille IN	16060			
TOTOTI	ii caned Owner, in t	he sum of Seventy-Eight new bind ourselves, our he	Thousand Three How	adred Forty Esci	LA P. 00/1	00*** Dollars	(\$) 78,348.00	0),
				ntatives, succes	sors and a	assigns, jointly ar	nd severally.	
THE	CONDITION OF T	THIS BOND is that if Princ	cipal:					
1.	Promptly makes pa prosecution of the v	ayments to all lienors supply work provided in the contra	lying labor, material	, and supplies us	sed direct		y Principal in	the
2.	Pays Owner all loss of default by Princi	s, damage, expenses, costs, pal under paragraph 1 of tl	and attorney's fees, his bond; then this bo	, including appe ond is void; othe	llate procervise it r	eedings that Owr	ner sustains be	cause
Any c	hanges in or under	the contract documents a affect Surety's obligation u	nd compliance or n					tract or
DATE	ED ON	3rd	day of	March	,	2003		
				A.	Roehl	ling Enterprises	Inc. 00	
					me ne	(Principal)	senting	
				*	Pass	ident (Till)	(Seal)
	•					(Title)		<u>scar)</u>
				,	GULF IN	SURANCE COM	MPANY	
						(Surety)		
				110		11-	- 11	1
				Me	M	100	M (Seal)
					Michael	D. Ward Attorn	ev-In-Fact	

GULF INSURANCE COMPANY HARTFORD, CONNECTICUT

POWER OF ATTORNEY

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

Dan E. Ries

Susan A. Yeazell

Michael D. Ward

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, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed. ST CORPORATE EL

STATE OF NEW YORK COUNTY OF NEW YORK

ONVECTION !

GULF INSURANCE COMPANY

Lawrence P. Miniter **Executive Vice President**

On this 1st day of October, AD 2001, before me came Lawrence P. Miniter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK COUNTY OF NEW YORK

SEAI

ANĞIE MAHABIR-BEGAZO Notary Public, State of New York No. 01MA6019988

Offic Mahabu Begay

Qualified in Kings County Commission Expires February 16, 2007

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force. SURANCE COMO

Signed and Sealed at the City of New York.

Dated the BMN

day of March 2003

This copy printed from the Digital Archive of the Hamilton Co. Square,

George Biancardi Senior Vice President



3055 Lebanon Road, Suite 3-1100, Building Three Nashville, TN 37214

BOND RIDER

To be attached to and form a part of Performance and Payment Bond								
Bond No	B2 187391	9 Dated	3rd	of	March, 200)3		
	nterprises, Inc.	11722 Bradford Place		IN 46033	, as Pri	ncipal, and		
GULF INSU	RANCE COMPAN	Y, as Surety, in favor of \underline{H}	amilton Co	ounty Board	of Commisssion	ners		
1700 South	10th Street No	blesville, IN 46060		***************************************	, a	s Obligee.		
It is understoo worked bein	It is understood and agreed that the Bond is changed or revised in the particulars as indicated below: worked being performed at Lakeside Park Subdivision Sections I and II							
Said Bond sha This Bond Rid	ll be subject to all its ler shall become effe	terms, conditions, and limit	tations, exce	pt as herein ex	pressly modified.			
IN WITNESS	WHEREOF, GULF 13, 2003	INSURANCE COMPANY	V has caused	lits corporate s	seal to be hereunto a	iffixed		
			·					

GULF INSURANCE COMPANY

(Seal)

Michael D. Ward Attorney-in-Fact

GULF INSURANCE COMPANY HARTFORD, CONNECTICUT

POWER OF ATTORNEY

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"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

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Dan E. Ries

Susan A. Yeazell

Michael D. Ward

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IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed. SUNSURANCE COMPORATE E

STATE OF NEW YORK

COUNTY OF NEWYORK

SS

GULF INSURANCE COMPANY

Lawrence P. Miniter **Executive Vice President**

On this 1st day of October, AD 2001, before me came Lawrence P. Miniter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK COUNTY OF NEW YORK

SEAT

MECTIC

ANĞIE MAHABIR-BEGAZO Notary Public, State of New York No. 01MA6019988

The Halebur Bego

Qualified in Kings County Commission Expires February 16, 2007

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force. SH CORPORATE EL

Signed and Sealed at the City of New York.

Dated the

This copy printed from the Digital Archive of the Hamilton Co. Square,

George Biancardi Senior Vice President HCD16-2003-00016



3055 Lebanon Road, Suite 3-1100, Building Three Nashville, TN 37214

	Performance Bond No. B2 1873917
KNOW ALL MEN BY THESE PRESENTS THAT Roehling Enterprise (hereinafter called Principal), as Principal, and the GULF INSURANCE its Principal Office in Nashville, Tennessee 37214 (hereinafter called Sur Hamilton County Board of Commissioners 1700 South 10th Street No (hereinafter called Obligee), in full and just sum of Two Hundred Sixty-Fifty-Six and 00/100	COMPANY, a corporation of the State of Connecticut, with rety), as Surety, are held and firmly bound unto oblesville, IN 46060 Eight Thousand One Hundred Dollars (\$) 268 156 00
To the payment of which sum, well and truly to be made, the Principal are executors, administrators, successors and assigns, jointly and severally, f	irmly by these presents.
WHEREAS, the principal has entered into a certain written contracted dawith the Obligee for Section One Storm R.C.P. & Subsurface Drains	ited the 3 rd day of mark 2003,
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION Is against any and all loss or damage directly arising by reason of the failur obligation shall be void; otherwise to remain in full force and effect.	S SUCH, That if the Principal shall indemnify the Obligee e of the Principal to faithfully perform said contract, then this
This bond is executed and accepted upon the following express condition	is precedent:
1) That the obligee shall faithfully and punctually perform all the Obligee. 2) That if the Principal shall abandon said contract or be lawf thereunder, the Surety shall have the right at its option to complete said c 3) That the Obligee shall notify the Surety by registered letter, adof said contract within a reasonable time after such breach shall have Engineer. 4) That the Surety shall not be liable for any provisions of the conwearing qualities, or for the maintenance or repairs, nor is the Surety oblithe contract or specifications. 5) All suits at law or proceedings in equity to recover on this bond of said contract, and in any event within twelve months from the date fixed	fully compelled by reason of a default to cease operations ontract or to sublet the completion thereof. dressed and mailed to it at its Principal Office, of any breach come to the knowledge of the Obligee, or the Architect, or ntract or specifications respecting guarantees of efficiency or ligated to furnish any other bond covering such provisions of
Signed and sealed this 3rd day of March	
Witness Sain & Rock king	Roehling Enterprises, Inc. (Principal) By Secretary (Seal) (Title)
Witness _ Dany, Dig	GULF INSURANCE COMPANY (Surety) By (Seal) Michael D. Ward Attorney-In-Fact



3055 Lebanon Road, Suite 3-1100, Building Three Nashville, TN 37214

Payment Bond No.	B2	1873917
	-	

PAYMENT BOND

BY THIS BOND	WE Rochling Enterprises Inc. 1	1700 D 40 1.51	~	_		
s Principal and	O, WE, Roehling Enterprises, Inc. 1	1/22 Bradford Pla	ce Carmel, I	N_46033		
Hamilton County	Gulf Insurance Company, Nashvill	e, rennessee 3/214	i, a corporation	, as Surety, are	bound unto	
erein called Ow	Board of Commissioners 1700 S	outh 10th Street	Noblesville, IN	1 46060		
variou o w	ner, in the sum of Two Hundred Si 00/100	ixty-Eight Thousan	d One Hundred	l Fifty-Six &	Dollars (\$) 268,	156.00).
or the payment	of which we hind ownst-					
or me paymont	of which we bind ourselves, our hei	rs, personal represe	ntatives, succe	ssors and assign	ns, jointly and several	lly.
THE CONDITIO	ON OF THIS BOND is that if Princi	nal·				•
1. Promptly n	nakes payments to all lienors supply of the work provided in the contract	zing labor, material	and cumplies	and dimental	and the second	
prosecution	of the work provided in the contract	t dated the	day o	f and arectly of	indirectly by Princip	al in the
2. Pays Owner	r all loss, damage, expenses, costs, a	and attorney's fees	including ann	ellate proceedir	aga that O	•
of default b	y Principal under paragraph 1 of the	s bond; then this b	ond is void: oth	erwise it remai	igs that Owner sustan	is because
iny changes in o	or under the contract documents and do not affect Surety's obligation up	d compliance or n	oncompliance	with formalitie	s connected with the	contract on
in the changes	do not affect Surety's obligation un	der this bond.	-		- romicolog with the	contract of
PATED ON	21					
	3rd	day of	March	,200)3	
				-		
				Roehling I	Enterprises, Ide	
				A A	Mocking	
				(Pr	rincipal)	
				0 0	_	
			T-1	Presid	عرا	(Seal)
				(Title)	
				GULF INSUR	ANCE COMPANY	
					Surety)	
				•	• •	
					n / //	,
			- Whi	4/	10111	(Seal)
				Michael D. V	Vard Attorney-In-Fac	t

GULF INSURANCE COMPANY HARTFORD, CONNECTICUT POWER OF ATTORNEY

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

Dan E. Ries

Susan A. Yeazell

Michael D. Ward

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, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duty authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF NEW YORK COUNTY OF NEW YORK

SS

GULF INSURANCE COMPANY

Lawrence P. Miniter Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Miniter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK COUNTY OF NEW YORK

SS

STANDARY OF NEW TON

ST CORPORATE E

SURANCE COMPORATE E

ONVECTION

ANGIE MAHABIR-BEGAZO Notary Public, State of New York No. 01MA6019988

Qualified in Kings County Commission Expires February 16, 2007

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.

Dated the

Bra

day of March

The Halaka Beggs

.2003

This copy printed from the Digital Archive of the Hamilon Co. Square, Ste. 188, Noblesville, In 4606

George Biancardi Senior Vice President



3055 Lebanon Road, Suite 3-1100, Building Three Nashville, TN 37214

BOND RIDER

To be attache	d to and form a part	of Perform	nance and Pay	ment Bo	nd		
Bond No.	B2 18739	17	Dated	3rd	of	March,	2003
	nterprises, Inc.		radford Place		, IN 46033		as Principal, and
GULF INSU	RANCE COMPAN	I Y, as Surety	y, in favor of H_6	amilton C	County Board	l of Commis	ssioners
1700 South	10th Street No	blesville,	IN 46060		· · · · · · · · · · · · · · · · · · ·		, as Obligee.
It is understoo worked beir	d and agreed that th ig performed at I	e Bond is ch Lakeside P	anged or revised ark Subdivisi	l in the part on Sectio	ticulars as indic ns I and II	cated below:	
	ll be subject to all it er shall become effe	~~~~ () 7 _{(,	13-71113				
this: March	WHEREOF, GULF 13, 2003	'INSURAN	CE COMPANY	Y has cause	ed its corporate	seal to be here	eunto affixed
				,			
				G	GULF INSURA	ANCE COMP	ANY

Michael D Ward

Michael D. Ward Attorney-in-Fact

GULF INSURANCE COMPANY HARTFORD, CONNECTICUT

POWER OF ATTORNEY

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Dan E. Ries

Susan A. Yeazell

Michael D. Ward

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IN WITNESS WHEREOF, the Gulf insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed. SH CORPORATE RE

STATE OF NEW YORK COUNTY OF NEW YORK

GULF INSURANCE COMPANY

Lawrence P. Miniter **Executive Vice President**

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STATE OF NEW YORK COUNTY OF NEW YORK

SH CORPORATE COMPORATE

WECTIC

ANĞIE MAHABIR-BEGAZO Notary Public, State of New York No. 01MA6019988

Qualified in Kings County Commission Expires February 16, 2007

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Signed and Sealed at the City of New York.

Dated the

The false Beggs

This copy printed from the Digital Archive of the Hamilton Co. Square

George Biancardi Senior Vice President



HCDB-2003-00012

3055 Lebanon Road, Suite 3-1100, Building Three Nashville, TN 37214

	Performance Bond No.B2 1873922
KNOW ALL MEN BY THESE PRESENTS THAT Roehling Enterpr (hereinafter called Principal), as Principal, and the GULF INSURANC its Principal Office in Nashville, Tennessee 37214 (hereinafter called S Hamilton County Board of Commissioners 1700 South 10th Street (hereinafter called Obligee), in full and just sum of Fifty-Three Thousand 100/100******	Surety), as Surety, are held and firmly bound unto
To the payment of which sum, well and truly to be made, the Principal executors, administrators, successors and assigns, jointly and severally	and Surety bind themselves, their and each of their heirs,
WHEREAS, the principal has entered into a certain written contracted with the Obligee for Erosion Control Section I	
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION against any and all loss or damage directly arising by reason of the fail obligation shall be void; otherwise to remain in full force and effect.	IS SUCH, That if the Principal shall indemnify the Obligee ure of the Principal to faithfully perform said contract, then this
This bond is executed and accepted upon the following express condition	ons precedent:
 That the obligee shall faithfully and punctually perform all the Obligee. That if the Principal shall abandon said contract or be law thereunder, the Surety shall have the right at its option to complete said 3). That the Obligee shall notify the Surety by registered letter, a of said contract within a reasonable time after such breach shall have Engineer. That the Surety shall not be liable for any provisions of the contract or specifications. All suits at law or proceedings in equity to recover on this bort of said contract, and in any event within twelve months from the date firm. 	wfully compelled by reason of a default to cease operations contract or to sublet the completion thereof. addressed and mailed to it at its Principal Office, of any breach e come to the knowledge of the Obligee, or the Architect, or contract or specifications respecting guarantees of efficiency or boligated to furnish any other bond covering such provisions of
Signed and sealed this 3rd day of March	
Witness Sain Kothing	Roehling Enterprises, Inc. (Principal) By Scre facy Massec (Seal)' (Title)
Witness _ Cany, Pr	GULF INSURANCE COMPANY (Surety) By (Seal) Michael D. Ward Attorney-In-Fact



3055 Lebanon Road, Suite 3-1100, Building Three Nashville, TN 37214

Payment Bond No.

B2 1873922

(Seal)

Michael D. Ward Attorney-In-Fact

PAYMENT BOND BY THIS BOND, WE, Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033 as Principal, and Gulf Insurance Company, Nashville, Tennessee 37214, a corporation, as Surety, are bound unto Hamilton County Board of Commissioners 1700 South 10th Street Noblesville, IN 46060 herein called Owner, in the sum of Fifty-Three Thousand Nine Hundred Seventy-Two & 00/100**** for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally. Dollars (\$) 53,972.00 THE CONDITION OF THIS BOND is that if Principal: 1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated the 31 day of MAREL, 2003 Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of default by Principal under paragraph 1 of this bond; then this bond is void; otherwise it remains in full force. Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond. DATED ON day of March 2003 President (Seal) GULF INSURANCE COMPANY (Surety)

GULF INSURANCE COMPANY HARTFORD, CONNECTICUT POWER OF ATTORNEY

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Dan E. Ries

Susan A. Yeazell

Michael D. Ward

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ST CORPORATE E

GULF INSURANCE COMPANY

STATE OF NEW YORK COUNTY OF NEW YORK

Lawrence P. Miniter Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Miniter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK COUNTY OF NEW YORK

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ANGIE MAHABIR-BEGAZO Notary Public, State of New York No. 01MA6019988

Qualified in Kings County Commission Expires February 16, 2007

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.

Dated the

Surveyor's Office; One Hamilton Co. Square.

day of March , 2003

This copy printed from the Digital Archive of the Hamilton Court

George Biancardi

Senior Vice President



3055 Lebanon Road, Suite 3-1100, Building Three Nashville, TN 37214

BOND RIDER

To be attached	to and form a part of P	erformance and Pa	yment Bo	nd	
Bond No.	B2 1873922	Dated	3rd_	of	March, 2003
Roehling En	terprises, Inc. 11	722 Bradford Place	Carmel	, IN 46033	, as Principal, and
GULF INSUR	ANCE COMPANY, a	s Surety, in favor of E	Iamilton C	County Boar	d of Commisssioners
1700 South 1	Oth Street Nobles	ville, IN 46060			, as Obligee.
It is understood worked being	and agreed that the Bog performed at Lake	nd is changed or revise side Park Subdivis	ed in the particion Section	ticulars as indi ons I and II	icated below:
IN WITNESS V	be subject to all its term r shall become effective WHEREOF, GULF INS 13, 2003	* 03-03-2003			expressly modified. e seal to be hereunto affixed
			,		

GULF INSURANCE COMPANY

(Seal)

Michael D. Ward Attorney-in-Fact

GULF INSURANCE COMPANY HARTFORD, CONNECTICUT

POWER OF ATTORNEY

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

Dan E. Ries

Susan A. Yeazell

Michael D. Ward

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, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed. WSURANCE COMPORATE EX

STATE OF NEW YORK

COUNTY OF NEW YORK

GULF INSURANCE COMPANY

Lawrence P. Miniter **Executive Vice President**

On this 1st day of October, AD 2001, before me came Lawrence P. Miniter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK COUNTY OF NEW YORK

SEAL

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Signed and Sealed at the City of New York.

Dated the

Surveyor's Office; One Hamilton

This copy printed from the Digital Archive of the Hamilton County

George Biancardi Senior Vice President

CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: Lakeside Park Subdivision, Section 1

I hereby certify that:

- 1. I am a Registered Land Surveyor or 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.
- 4. The drainage facilities within the above referenced subdivision to the best of my knowledge, information and belief have been installed and completed in conformity with all plans and specifications.

Signature: John Darling	Date: February 18, 2004
Type or Print Name: Jeffory W. Darling	
Business Address: Stoeppelwerth & Associates, In	c.
9940 Allisonville Road, Fishers	s, Indiana 46038
Telephone Number: (317) 849-5935	
SEAL	INDIANA REGISTRATION NUMBER
	900017
NO. 900017 STATE OF NO. SURVENIENT N	



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

December 13, 2003

Re: Elliot Creek Drain: Lakeside Park Sec. 1

Attached are as-builts, certificate of completion & compliance, and other information for Lakeside Park Sec. 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 March 24, 2003. The report was approved by the Board at the hearing held April 28, 2003. (See Drainage Board Minutes Book 7, Pages 50-52) The changes are as follows:

Structure:		T.C.:	I.E.:	Pipe:	Length:	Grade:	Original:	Difference:
	143	910.74	908.22					
	142	910.26	907.4	12	207	0.4		
	142	910.26	907.4					
	141	912.27	907	15	153	0.26	152	1
	141	912.27	907					
	140	912.26	906.92	18	34	0.24	36	-2
	140	912.26	906.92	****				
	139	910.35	906.3	21	150	0.41		
	139	910.35	906.3					
	138	910.18	905.88	21	100	0.42		
	138	910.18	905.88					
	137	910.34	905.42	27	204	0.23	201	3
	137	910.34	905.42					
	136	910.25	904.58	27	266	0.32	269	-3
	136	910.25	904.58					
	135	910.21	904.21	27	137	0.27		
	135	910.21	904.21					
	134	910.28	904.05	27	30	0.53		
	134	910.28	904.05					
	133	909.47	903.76	30	84	0.35		
	133	909.47	903.76					
	132	909.5	903.65	30	30	0.37		
- <u></u>	132	909.5	903.65					
	131		902.86	30	220	0.36	225	-5
	146	912.35	908.44					
	145	912.3	908.22	12	30	0.73		

145	912.3	908.22					
144		907.1	12	120	0.93		
153	912.23	909.15					
152	912.31	907.99	12	30	3.87		
152	912.31	907.99			0.01		
151	<u> </u>	907.15	12	34	2.47	41	-7
164	907.1	903.37			2.71		
165	001.11	903.16	12	52	0.4	60	-8
150		906.94	12	02_	0.4	- 50	-0
149	910.79	906.56	27	33	1,15	40	46
149	910.79	906.56			1.10	49	-16
148	910.73	906.25	27	20	4.00		
148	910.73			30	1.03		
147	910.73	906.25	07	40	0.00		
	040.70	903.07	27	48	6.63	51	-3
155	813.79	907.45					
154	007.00	907.02	30	207	0.21		
163	907.09	903.38					
162	907.18	903.02	12	60	0.6		
162	907.18	903.02					
161		902.76	15	75	0.35	78	3
160	908.57	903.59					
159		902.96	24	308	0.2	314	-6
158		903.02					
158A		902.82	27	141	0.14	148	-7
156	913.55	910.12		,			
155	913.79	909.11	12	128	0.79		
155	913.79	907.45					**
157	911.68	908.07	27	297	0.21	300	-3
166		903					
166A	910.55	902.13	15	87	1		
166A	910.55	902.13		 -	•		
167	910.58	901.4	15	111	0.66		
167	910.58	901.4			0.00		
	905.73	900.12	15	339	0.38	340	-1
168	905.73	900.12		333	0.50	340	
169	901.94	897.43	15	295	0.91	290	
169	901.94	897.43	10	290	0.81	290	5
169A	901.61		15		0.40	205	075
		897.04	15	90	0.43	365	-275
169A	901.61	897.04	45		0.40		
170	900.78	896.59	15	273	0.16	0	273
170	900.78	896.59					
171	899.96	895.99	15	282	0.21	300	-8
171	899.96	895.99					
173	901.35	895.77	21	67	0.33	46	21
173	901.35	895.77				***	
174		895.65	21	43	0.27	56	-13

6" SSD Streets:

Shallow Brook Close	175

Other	
Drain:	

Heathermoor Park Dr. N.	373
Heathermoor Park Dr. S.	973
Heathermoor Crest	446
neathermoor Crest	44

1 100011101111001	O C C C	
Totaly2·		

3934

RCP Pipe Totals:

 12	661
 15	1705
 18	34
 21	360
24	308
27	1186
30	541

Total:

4795

The length of the drain due to the changes described above is now 10,164 feet.

The non-enforcement was approved by the Board at its meeting on April 28, 2003 and recorded under instrument #200300116832

The following sureties were guaranteed by Gulf Insurance Group and released by the Board on its December 13, 2004 meeting.

Bond-LC No: B2-1873917 **Insured For:** Storm Sewers

Amount: \$268,156.00

Issue Date: March 3, 2003

Bond-LC No: B2-1873919

Insured For: Offsite Storm Sewers

Amount: \$78,348.00 Issue Date: March 3, 2003

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

Sincerely.

/Ward.

Hamilton County Surveyor

Bond-LC No: B2-1873922

Issue Date: March 3, 2003

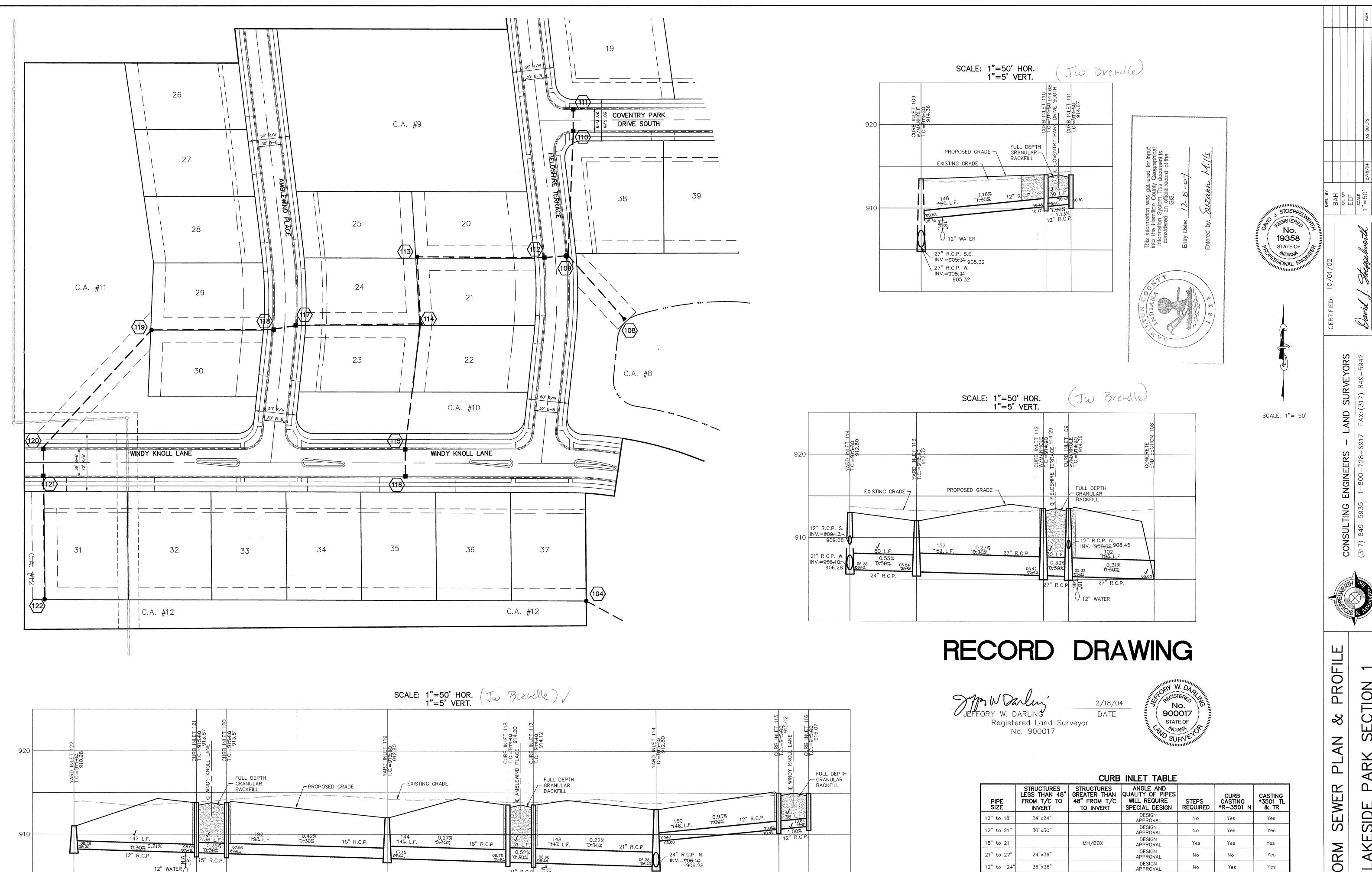
Amount: \$53,972.00

Insured For: Erosion Control

open ditch

1435

KCW/slm



21" R.C.P

STORM

SPECIAL NOTE:
STRUCTURES DEEPER THAN 48" FROM T/C TO INVERT WILL BE A M.H. OR A BOX WITH STEPS UNLESS SPECIAL DESIGN IS APPROVED. SPECIAL NOTE:
STRUCTURES WILL BE DESIGNED FOR MAXIMUM FLOW IN PIPES SPECIAL NOTE:
COUNTY MAY REQUIRE STEPS TO BE INSTALLED AFTER STRUCTURE IS SET, TO IMPROVE ACCESS.

DESIGN APPROVAL DESIGN APPROVAL

24" OR LARGER 24" or LARGER

DESIGN

* PIPES NO LARGER THAN 18" CAN BE USED IN THE 2' SIDE OF THIS BOX ** INCOMING AND OUT GOING PIPES EFFECT STEPS IN THIS STRUCTURE

MH/BOX

SHEET NO. of 31 SHEETS JOB NO. 41760

MOIT

ARK

Ω_

LAKESIDE

