

Drain: HOME PLACE **Drain #:** 158
Improvement/Arm: HABITAT FOR HUMANITY RELOCATION
Operator: J. LIVINGSTON **Date:** 1-20-04
Drain Classification: Urban/Rural **Year Installed:** 1999

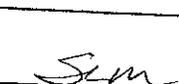
GIS Drain Input Checklist

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



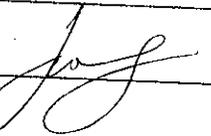














SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

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

May 7, 1999

To: Hamilton County Drainage Board

Re: Home Place Drain

Attached is a petition and plans for the proposed relocation of the Home Place Drain. The relocation is being proposed by Habitat for Humanity, Hamilton County, Inc. The proposal is to intercept the drain at approximately Station 42 + 70, which is south of 104th St., and run south 61 feet along the line between Lot 42-1 and 42-2 of the Little Farms Subdivision, to a manhole, thence east along the south line of lot 42-2, a distance of 85 feet, to station 44 + 20. This relocation shall include the 18" tile and a swale with a 6" SSD.

146 feet of 18" RCP

146 feet swale with 6" SSD

The total length of new tile shall be 146 feet. The 150 feet of original drain between 42+70 and 44 +20 shall be vacated. This proposal will eliminate 4 feet from the drains total length.

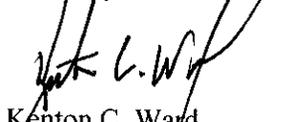
The cost of the relocation is to be paid by Habitat for Humanity, Hamilton County, Inc. Because the project is to be paid by the petitioner and is within the boundaries of the petitioners property, the project falls under the requirements as set out in IC 36-9-27-52.5. Therefore, a hearing is not required for the petition.

The petitioner has provided the Performance Bond as follows:

Name of Bonding Co.: Star Financial Bank
Bond #: 167296057
Bond Date: February 23, 1999
Bond Amount: \$11,865.00
Bond Term (1 Year Max): February 23, 2000

I recommend approval by the Board at this time.

Sincerely,



Kenton C. Ward,
Hamilton County Surveyor

KCW/llm



BORROWER
HABITAT FOR HUMANITY HAMILTON COUNTY, INC. PO BOX 572 NOBLESVILLE, IN 46061-0572
Telephone Number 317/773-5232

**IRREVOCABLE
LETTER OF
CREDIT**

NO.: 167296057

BENEFICIARY	EXPIRATION DATE	ASSIGNMENT
HAMILTON CTY BD OF COMM. ONE HAMILTON CTY SQUARE NOBLESVILLE, IN 46060 Telephone Number	This Letter of Credit shall expire upon the earlier of: 1. the close of business on <u>FEBRUARY 23, 2000</u> and all drafts and accompanying statements or documents must be presented to Lender on or before that time; or 2. the day that Lender honors a draw under which the full amount of this Letter of Credit is drawn.	This Letter of Credit <input checked="" type="checkbox"/> is not assignable or transferable by Beneficiary <input type="checkbox"/> may be assigned or transferred by Beneficiary upon providing Lender with prior written notice of the assignment or transfer.

Lender identified above hereby establishes an Irrevocable Letter of Credit in favor of Beneficiary and for the account of Borrower for a sum not exceeding the aggregate amount of ELEVEN THOUSAND EIGHT HUNDRED SIXTY-FIVE AND NO/100 Dollars (\$ 11,865.00). These funds shall be made available by Beneficiary's drafts drawn on Lender at its address indicated above (or such other address that Lender may provide Beneficiary with written notice of in the future) and accompanied by the signed written statements or documents indicated below.

1. DRAFT TERMS AND CONDITIONS

Lender shall honor the drafts submitted by Beneficiary under the following terms and conditions:

Drafts are to be accompanied by:

1. A copy of this Letter of Credit.
2. Beneficiary's signed statement that the Borrower, "Habitat For Humanity For Humanity Hamilton County, Inc.", has failed to complete the storm and subsurface drains in "Little Farms Subdivision" replat.

ATTEST: _____
HAMILTON COUNTY AUDITOR

**BOARD OF COMMISSIONERS
OF THE COUNTY OF HAMILTON**

Upon the Lender's honor of such drafts and payment to the Beneficiary, ^{DATE} Lender shall be fully discharged of its obligations under this Letter of Credit with respect to such demand for payment and shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such demand for payments to Beneficiary or any other person.

2. USE RESTRICTIONS

A. All drafts must be marked "DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 167296057 DATED FEBRUARY 23, 1999". Only the Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit.

B. A copy of this Letter of Credit must accompany each draft and the amount of each draft shall be marked on the draft. Beneficiary shall maintain possession of this Letter of Credit until the full amount of this Letter of Credit has been drawn. Once the full amount is drawn, Beneficiary shall return the Letter of Credit to the Lender.

C. Partial draws are permitted are not permitted under this Letter of Credit. Lender's honor of a draw shall automatically reduce the amount of credit available under this Letter of Credit.

3. MODIFICATION

The modification or waiver of any of Lender's or Beneficiary's obligations or rights under this Letter of Credit must be contained in a writing signed by Lender. A waiver on one occasion shall not constitute a waiver on any other occasion.

4. NOTICE

Any notice or other communication to be provided under this Letter of Credit shall be in writing and sent to the parties at the addresses described in this Letter of Credit or such other address as the parties may designate in writing from time to time.

5. SEVERABILITY

If any provision of this Letter of Credit violates the law or is unenforceable, the rest of the Letter of Credit shall remain valid.

6. CHOICE OF LAW/JURISDICTION

This Letter of Credit shall be governed by the laws of the state identified in Lender's address to the extent not governed by the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500, and to the extent such laws are not inconsistent with the terms of this Letter of Credit. Lender and Beneficiary consent to the jurisdiction and venue of any court located in the state indicated in Lender's address in the event of any legal proceeding under this Letter of Credit.

7. INTEGRATION

This Letter of Credit represents the complete and integrated understanding between Lender and Beneficiary pertaining to the terms and conditions hereof. The undertaking represented by this Letter of Credit shall not be amended, amplified, or limited by any other document or agreement except as set forth herein.

Beneficiary's acceptance of this Letter of Credit shall constitute its acceptance of the terms and conditions contained herein.

Dated: **FEBRUARY 23, 1999**

LENDER: **STAR FINANCIAL BANK #10**

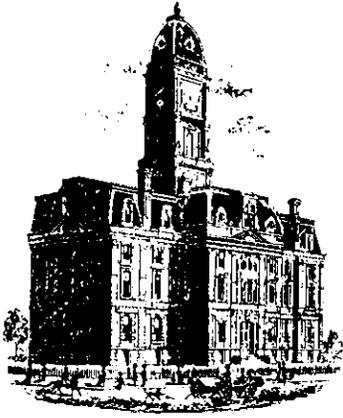
BY: *[Signature]*

TITLE: *[Signature]*
This copy printed from the Digital Archive of the Hamilton County Surveyor's Office; One Hamilton Co. Square, Ste. 188, Noblesville, In 46060

FILED

MAR 14 1999

OFFICE OF HAMILTON COUNTY SURVEYOR



SURVEYOR'S OFFICE

Hamilton County

Kenton 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

July 19, 2000

Re: Home Place Drain – Habitat for Humanity Relocation

Attached are as-builts, certificate of completion & compliance, and other information for Habitat for Humanity Relocation. 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 7, 1999. The changes are as follows:

Structure: T.C.: I.E.: Pipe: Length: Original Plans: Difference:

1	822.45	816.74				
2	821.85	816.35	18	61.9	60	1.9
2	821.85	816.27				
3	821	815.72	18	87.7	83	4.7

RCP Pipe Totals:

18	149.6
swale - paralell to 18"	146

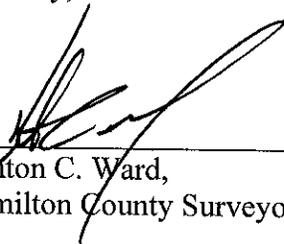
The length of the drain due to the changes described above is now **149 feet**. The original Drain was vacated a total length of 150 feet. Therefore the net loss of drain was **1 foot**.

The non-enforcement was approved by the Board at its meeting on August 23, 1999 and recorded under instrument #199909952024.

The bond or letter of credit from Star Financial Bank, number 167296057; dated February 23, 1999; in the amount of \$11,865.00; was released October 25, 1999.

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

Sincerely,

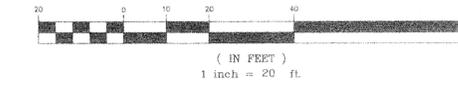


Keriton C. Ward,
Hamilton County Surveyor

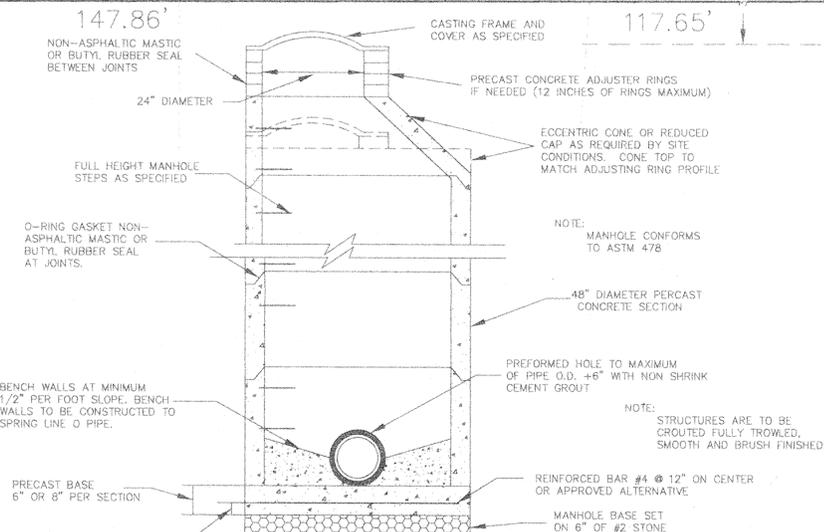
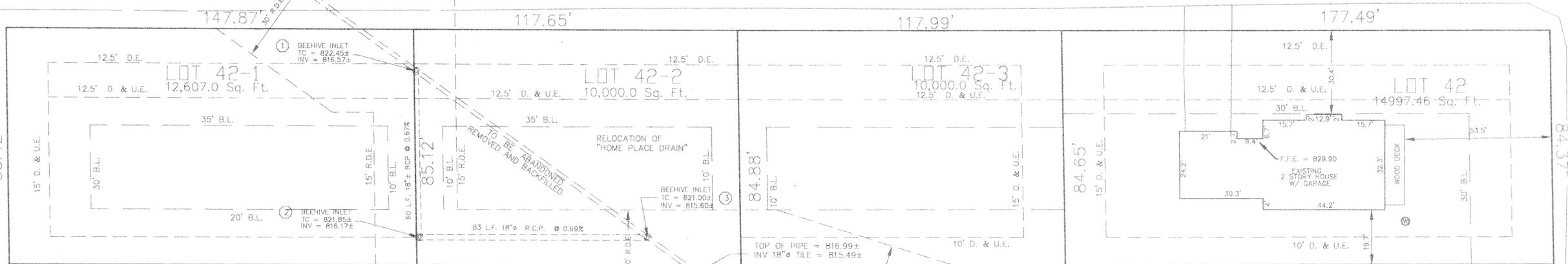
KCW/slm

COMBS STREET
30' R/W (UNIMPROVED)

GRAPHIC SCALE

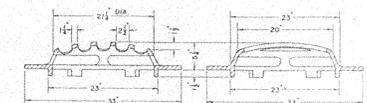


104TH STREET 30' R/W



R-4342 Ditch Grate, Steel Type

Medium Duty - Total Weight 190 Pounds

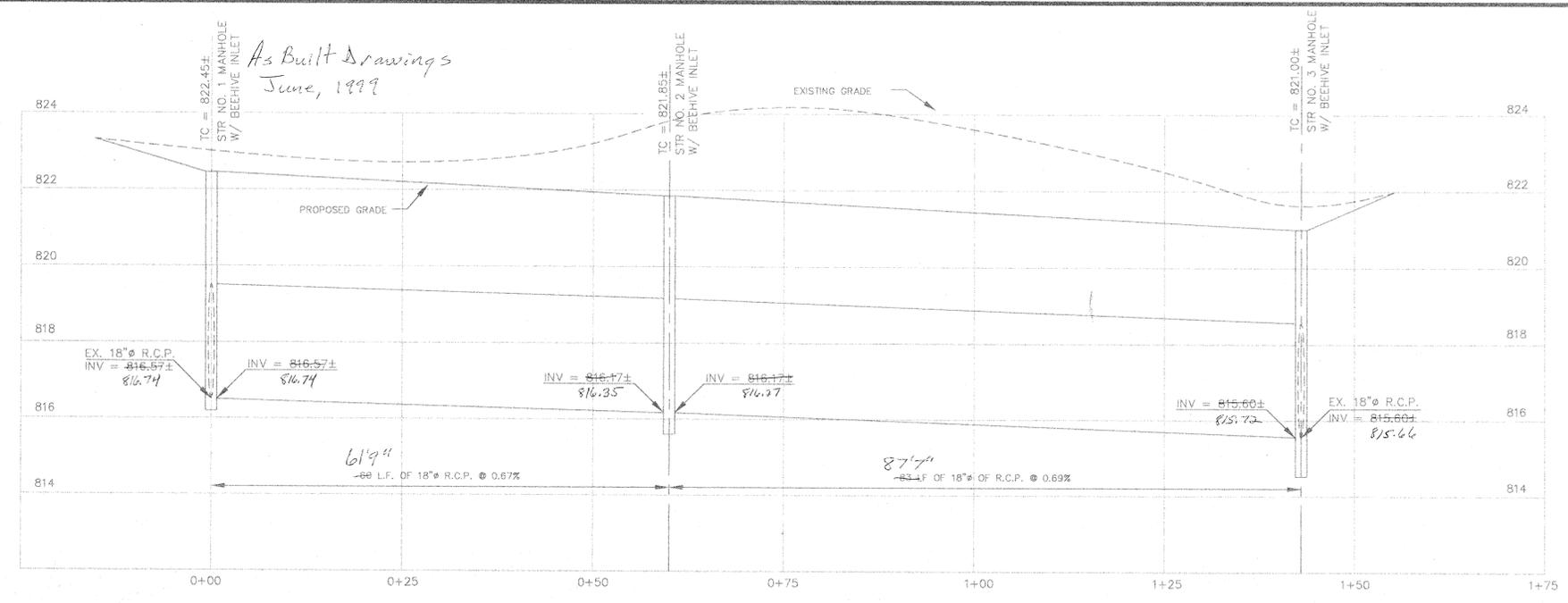


NEENAH FOUNDRY COMPANY

HOME PLACE REGULATED DRAIN
RELOCATION PLAN & PROFILE
PREPARED FOR:
HABITAT FOR HUMANITY
NOBLESVILLE, INDIANA



Leland D. Miller, Jr.



*As Built Drawings
June, 1999*

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

Entry Date: 09-25-00
Entered By: LDM

MILLER SURVEYING, INC.
948 CONCORD STREET
NOBLESVILLE, INDIANA 48080
Ph. # (317) 773-2844 FAX 773-2864

LOCATION: LOT 42
LITTLE FARMS ADDITION TO THE TOWN OF HOME PLACE
FIELD WORK COMPLETED: 17 DEC 97
CLIENT: HABITAT FOR HUMANITY
DESCRIPTION: PLANNING/PROFILE

DATE: 12 JAN 99
PAGE: 78-83
JOB NUMBER: B25068
JOB NUMBER: 13
PLACE: PLACE