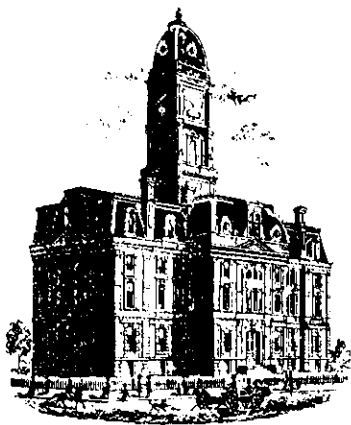


Drain: Henkle Creek Estates **Drain #:** 341
Improvement/Arm: Section 1 Arm
Operator: SLM **Date:** 9-15-04
Drain Classification: Urban/Rural **Year Installed:** 2003

GIS Drain Input Checklist

- Pull Source Documents for Scanning 9-16-04 SLM
- 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 9-16-04 SLM
- Enter Drain Age into Posse 9-16-04 SLM
- Sum drain length for Watershed in Posse 9-16-04 SLM
- Check Database entries for errors _____



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

One Hamilton County Square

Noblesville, Indiana 46060-2230

March 18, 2003

To: Hamilton County Drainage Board

Re: Hinkle Creek Estates Drain Section 1 Arm

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for the Section I Arm, Hinkle Creek 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 benefited. The drain will consist of the following:

6" SSD	5,198 ft	21" RCP	379 ft
12" RCP	2,625 ft	24" RCP	854 ft
18" RCP	341 ft		

The total length of the drain will be 9,397 feet.

The retention pond "A" located on lots 13 & 14 is not be considered part of the regulated drain. Only the inlet and outlet will be maintained as part of the regulated drain. The maintenance of the pond will be the responsibility of the Homeowners Association. The Board will however, retain jurisdiction for ensuring the storage volume for which the lake was designed will be retained. Thereby, allowing no fill or easement encroachments.

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.

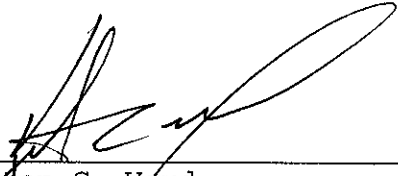
I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$10.00 per acre, \$10.00 per acre for roadways, with a \$65.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$1,333.40.

Parcels assessed for this drain may be assessed for the Sly Run or Beals & Cox 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.

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 easements widths as shown on the secondary plat for Hinkle Creek Estates 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/pl1

FINDINGS AND ORDER

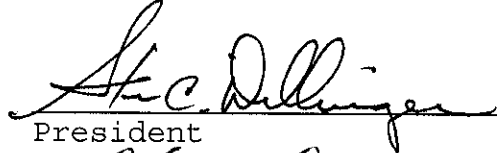
CONCERNING THE MAINTENANCE OF THE

Hinkle Creek Estates Drain, Section 1 Arm

On this *28th day of April 2003*, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the *Hinkle Creek Estates Drain, Section 1 Arm*.

Evidence has been heard. Objections were presented and considered. The Board then adopted the original/amended Schedule of Assessments. The Board now finds that the annual maintenance assessment will be less than the benefits to the landowners and issues this order declaring that this Maintenance Fund be established.


HAMILTON COUNTY DRAINAGE BOARD



President



Member



Member

Attest: 



Bond Safeguard INSURANCE COMPANY

1919 S. Highland Avenue, Bldg. A-Suite 300
Lombard, Illinois 60148-4979

KNOW ALL MEN BY THESE PRESENTS:

That RDJ Custom Homes, Inc.
(hereinafter called Principal), as Principal, and the BOND SAFEGUARD INSURANCE COMPANY, a corporation of the State of Illinois, with its Executive Office in Lombard, Illinois, (hereinafter called Surety), are held and firmly bound unto Hamilton County Commissioners Office, 33 N. 9th Street, Suite 188, Noblesville, IN 46060 (hereinafter called Oblgee), in the full and just sum of ~~Eighteen Thousand, Five Hundred Seventy-Six and 00/100~~ Dollars (\$ ~~18,576.00~~). 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.

Signed, sealed and dated this 13 day of February, 20 03
WHEREAS, the Principal has entered into a certain written contract, dated the 13 day of February, A.D. 20 03, with the Oblgee for
Hinkle Creek Estates-Erosion
\$18,576.00

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall indemnify the Oblgee against any and all loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. That the Oblgee shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Oblgee.
2. That if the Principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.
3. That the Oblgee shall notify the Surety by registered letter, addressed and mailed to it at its Executive Office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Oblgee, or the Architect, or Engineer.
4. That the Surety shall not be liable for any provisions of the contract or specifications respecting guarantees of efficiency or wearing qualities, or for maintenance or repairs, not is the Surety obligated to furnish any other bond covering such provisions of the contract or specifications.
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 contract for its completion.

RDJ Custom Homes, Inc.

PRINCIPAL
Sheryl J. Caphell
By XX EXECUTIVE VICE PRES. (Seal)
Title

WITNESS XX

BOND SAFEGUARD INSURANCE COMPANY

WITNESS XX
Theresa B. [Signature]
By XX Tammy Henkle
Attorney-in-fact

POWER OF ATTORNEY
Bond Safeguard INSURANCE COMPANY

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

Tammy D. Henkle, or Shelly R. Satek

William W. Hector, Michael E. Bruce,

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

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

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

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

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



BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

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

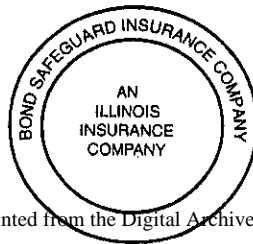


Janet L. Coppock
Notary Public

CERTIFICATE

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

Signed and Sealed at Lombard, Illinois this 13th Day of February, 2003



Donald D. Buchanan
Secretary

FILED

FEB 20 2003

OFFICE OF HAMILTON COUNTY SURVEYOR



Bond Safeguard INSURANCE COMPANY

1919 S. Highland Avenue, Bldg. A-Suite 300
Lombard, Illinois 60148-4979

KNOW ALL MEN BY THESE PRESENTS:

That RDJ Custom Homes, Inc.

(hereinafter called Principal), as Principal, and the BOND SAFEGUARD INSURANCE COMPANY, a corporation of the State of Illinois, with its Executive Office in Lombard, Illinois, (hereinafter called Surety). are held and firmly bound unto Hamilton County Commissioners Office, 33 N. 9th Street, Suite 188, Noblesville, IN 46060 (hereinafter called Obligee), in the full and just sum of * Two Hundred Eighty Thousand, One Hundred Ninety-Nine and 00/100 ** Dollars (\$ 280,199.00). 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.

Signed, sealed and dated this 13 day of February, 2003
WHEREAS, the Principal has entered into a certain written contract, dated the 13 day of February, A.D. 2003, with the Obligee for

Hinkle Creek Estates Section 1 - Storm Sewer \$249,289 and Subservice \$30,910

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall indemnify the Obligee against any and all loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be void; otherwise to remain in full force and effect.

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 the Obligee.
2. That if the Principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.
3. That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its Executive Office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Obligee, or the Architect, or Engineer.
4. That the Surety shall not be liable for any provisions of the contract or specifications respecting guarantees of efficiency or wearing qualities, or for maintenance or repairs, not is the Surety obligated to furnish any other bond covering such provisions of the contract or specifications.
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 contract for its completion.

RDJ Custom Homes, Inc.

PRINCIPAL

WITNESS XX [Signature]

By XX [Signature]
EXECUTIVE VICE PRES. (Seal)
Title

BOND SAFEGUARD INSURANCE COMPANY

WITNESS XX [Signature]

By XX [Signature]
Title

Bond Safeguard INSURANCE COMPANY

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Tammy D. Henkle, or Shelly R. Satek

William W. Hector, Michael E. Bruce,

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

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

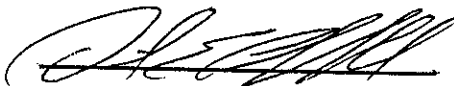
Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature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

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

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



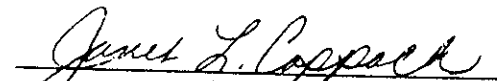
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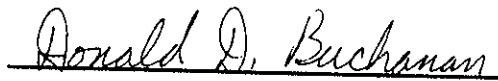

Janet L. Coppock
Notary Public

CERTIFICATE

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Signed and Sealed at Lombard, Illinois this 13 Day of February, 2003




Donald D. Buchanan
Secretary

FILED

FEB 18 2003

OFFICE OF HAMILTON COUNTY SURVEYOR
