

NE434-15-2W

JAMES ASSOC.

1508



# STANLEY M. SHARTLE

REGISTERED PROFESSIONAL ENGINEER  
REGISTERED LAND SURVEYOR

R. R. 1, BOX 33  
STILESVILLE, IND. 46180

PHONE 317-539-6225

November 14, 1983

Robert F. Gassert, AIA  
James Associates, Architects & Engineers  
2828 East 45th Street  
Indianapolis, Indiana 46205

RE: Amo Elementary School  
Mill Creek Community School Corp.  
Clayton, Indiana

Dear Mr. Gassert:

Thank you for your invitation to submit a proposal and agreement to survey the site of the above-referenced school.

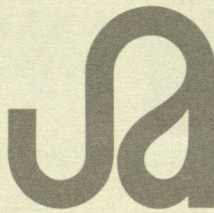
This job is virtually at my front door; my practice is pretty much limited to Hendricks County and nearby areas and I've had much experience in Amo.

I carry all the insurance required by the agreement excepting that for professional liability. My surveys are conducted by me personally with such a high degree of care that the insurance has never been necessary nor desirable. Since it would not be economically feasible to insure for one job, no proposal is being submitted. However, I really do appreciate your consideration and shall be pleased to receive other invitations for future assignments in or near Hendricks County that fit my insurance coverage.

Sincerely,

*Stanley M. Shartle*  
Stanley M. Shartle





James Associates Architects & Engineers  
2828 East 45th Street, P.O. Box 55809, Indianapolis, Indiana 46205  
Telephone 317 547-9441

Robert F. Gassert

November 9, 1983

Stanley Shartle  
R. R. #1  
Stilesville, IN 46180

Re: Amo Elementary School  
Mill Creek Community School Corp.  
Clayton, Indiana

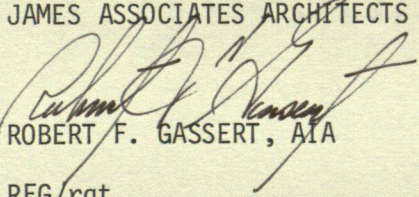
Gentlemen:

Attached please find Land Survey Agreement, #G601, which is a request for proposal and land survey agreement. Please return this proposal to us within seven (7) days from date of receipt.

Should you have any questions on the above, please do not hesitate to contact the Owner or myself on this matter.

Very truly yours,

JAMES ASSOCIATES ARCHITECTS & ENGINEERS, INC.

  
ROBERT F. GASSERT, AIA

RFG/rgt

Enclosures

cc: I. E. Lewis, Supt.

11-11-83  
*Called and thanked Mr. Gassert for  
inviting me to submit a proposal,  
but told him I didn't carry  
professional liability insurance.  
S.M.S.*



# LAND SURVEY AGREEMENT

AIA DOCUMENT G601

Surveyor ☐  
Owner ☐  
Architect ☐

PROJECT: Amo Elementary School

DATE: October 31, 1983

OWNER: Mill Creek Community School Corp.  
(name, address) Box F  
Clayton, Indiana 46118

ARCHITECT'S PROJECT NO:

ARCHITECT: James Associates Architects &  
Engineers, Inc.  
2828 East 45th Street  
Indianapolis, Indiana 46205

TO (SURVEYOR):

Stanley Shartle  
R.R. #1  
Stilesville, Indiana 46180

ATTENTION: Robert F. Gassert  
(in Architect's Office)

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

## REQUEST FOR PROPOSAL

The Owner requests the Surveyor to submit to the Owner a proposal for a Land Survey of the property described below.

The Surveyor shall submit the proposal by attaching hereto (and identifying in Article 7) the material required, and returning three signed copies of this document to the Owner. The Surveyor shall include with the proposal a statement defining any proposed deviations from the requirements of this document, including additions, deletions, exceptions and revisions.

The Surveyor, when submitting this signed Agreement, understands that all Terms and Conditions hereof will become effective and binding when it has been signed by the Owner and a copy is returned to the Surveyor.

If the Owner accepts the proposal, all three copies of this document will be signed by the Owner; one will be returned to the Surveyor and one to the Architect. Upon execution and receipt by both parties, this document and all attachments listed in Articles 6 and 7 shall form the Agreement between the Owner and the Surveyor.

The Surveyor shall hold the proposal open for acceptance by the Owner for a period of **thirty** (30) calendar days after the date of submittal to the Owner.

## LAND SURVEY AGREEMENT

### ARTICLE 1 — TERMS AND CONDITIONS

1.1 **TIME:** Subject to any limitations stated in the proposal, the specified Land Survey shall be completed and the drawing(s) and report(s) delivered to the Owner and the Architect within **fourteen** (14) calendar days after written authorization to proceed is received.

1.2 **COMPENSATION:** The Surveyor shall attach the lump sum fee and/or rate and price schedule information to the proposal. The cost of the Land Survey (including the furnishing of all materials, surveying equipment and computers, labor and any required insurance) shall be based upon the method checked below:

- ☒ A stipulated sum for all work, based on this proposal, with adjustments to the stipulated sum being computed in accordance with the Surveyor's attached rate schedule if changes in the work are authorized.
- ☐ Charges computed in accordance with the Surveyor's current attached rate schedule which shall include a lump sum for mobilization and demobilization, including travel and per diem expenses, stating the maximum amount of cost that will be incurred without prior written authorization by the Owner.
- ☐ Other (specify):



### 1.3 BILLING AND PAYMENT:

#### 1.3.1 Billing for the survey shall be as checked below:

- ☐ to the Owner's address above, with a copy to the Architect.  
☒ to the Owner in care of the Architect, in duplicate, at the Architect's office address.

#### 1.3.2 Payment shall be made as follows:

Payment to be made within forty-five (45) days of receipt by Owner.

1.4 **INSURANCE:** The Surveyor shall effect and maintain insurance for protection from claims under Workers' Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Surveyor's proposal shall state the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any errors, omissions or negligent acts for which the Surveyor may be legally liable. Certificates of Insurance evidencing the above coverages shall be made available to the Owner's request attached to the proposal.

1.5 **PROTECTION OF PROPERTY:** The Surveyor shall contact the Owner for information regarding the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor's entry, including, but not limited to, repair of lawns and plantings.

1.6 **QUALIFICATIONS:** All work shall be performed by qualified personnel under the supervision of a Licensed or Registered Land Surveyor, and the document(s) submitted shall bear the Surveyor's seal and certification to that effect.

1.7 **USE OF DRAWINGS:** It is understood that the Owner, or the Architect in the Owner's behalf, may reproduce the drawings without modifications and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor. The original drawings shall remain the property of the Surveyor.

## ARTICLE 2 — GENERAL INSTRUCTIONS

### 2.1 ACCURACY STANDARDS:

2.1.1 Precision of the survey work shall be based on the Positional Accuracy Concept. The Surveyor shall recommend in the proposal positional accuracy limits and error of closure limits for the property being surveyed.

### 2.2 DESCRIPTION PROVIDED BY OWNER OF PROPERTY TO BE SURVEYED:

Legal: See attached.

## ARTICLE 3 — LAND (BOUNDARY) SURVEY REQUIREMENTS

3.1 Show boundary lines, giving length and bearing (including reference or basis on each straight line, bearing, angle, radius, point of tangency and length of curved lines. When no monument exists, set permanent iron and steel rods or other suitable permanent monument at property corners; drive pin into ground immediately below each corner, flush with wood stake, show on the drawing(s) whether corners were found or set; and show the location of each corner on the drawing(s).

Common: To furnish a legal description which conforms to the Record Title Boundaries. Refer to the Record Title Boundaries, showing all corners, points, as possible, square data including, but not limited to, bearings, measurements, and other boundary line locations in the vicinity.

3.2 One acre or less, or if less than one acre, in acres (to .001 acres if over one acre).

3.3 Show monuments, including width of adjoining streets and highways, width and type of pavement, identify each monument.

Property Name and Address:

3.4 Not location of structures on the property and on adjacent property with respect. Dimensioned perimeter of lot and inches to nearest 1/16" (to nearest 1/32" if over one acre). State the character, number of stories, location of property lines and other buildings. Vacant parcels shall be noted "Vacant".

3.5 Show encroachments, including corners, belt corners, etc., whether way across property lines.

3.6 Describe fences and walls. Identify party walls and locate them with respect to property lines.

3.7 Show recorded easements, license agreements and rights of way, with the nature of each.

☐ See attached sketch; ☐ See attached identified in Article 6.



## 2.3 MEANS OF ACCESS:

- 2.3.1 Property lines and means of access are shown on the attached drawings, identified in Article 6. Site access is provided by the arrangement checked below:
- ☒ The Owner has title to this property and the right of entry for this survey.
  - ☐ The Owner has secured permission from the present owner and tenant for entry to the property for this survey, subject to the following conditions:

The present owner is: Mill Creek Community School Corporation  
The present tenant is: Mill Creek Community School Corporation  
Other conditions: -----

- 2.3.2 The Surveyor shall contact the following person(s) to schedule site access and make necessary arrangements:  
Mr. I. E. Lewis, Superintendent of Schools  
Mill Creek Community School Corporation, phone (317) 539-6573

## 2.4 DRAWING REQUIREMENTS:

- 2.4.1 ☐ Drawings shall note all dimensions and elevations in equivalent metric units.
- 2.4.2 Drawing sheets shall be trim size 30" x 40" with ↙ Architect to furnish Drawing sheet left binding edge and borders.
- 2.4.3 Use scale 1 = 30' unless otherwise authorized by the Architect. Include graphic scale.
- 2.4.4 Show NORTH arrow and locate North ☒ at the top of the sheet, or ☐
- 2.4.5 Include legend of symbols and abbreviations used on the drawing(s).
- 2.4.6 Spot elevations on paving or other hard surfaces shall be to the nearest .01' (or 1/8"), on other surfaces to the nearest .10' (or 1").
- 2.4.7 Boundary and topographic information, where both are required, shall be on the same drawing unless otherwise requested by the Architect.
- 2.4.8 State elevation datum on each drawing. ☐ Use National Vertical Geodetic Datum (NVGD) 1929; ☐ give location of benchmark used; or ☐ use assumed elevation at \_\_\_\_\_; or ☐ official town datum; or ☒ U.S.C. & G.S.
- 2.4.9 Furnish to the Architect one reproducible transparency and three prints of each drawing. The Licensed Land Surveyor shall sign and seal each drawing and shall certify that to the best of the Surveyor's knowledge, information and belief all information thereon is true and accurately shown.

## ARTICLE 3 — LAND (BOUNDARY) SURVEY REQUIREMENTS

- ☒ 3.1 Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles; radius, point of tangency and length of curved lines. Where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners; drive pin into ground adequately to prevent movement, mark with wood stake; state on the drawing(s) whether corners were found or set and describe each.
- ☐ 3.2 Confirm or furnish a legal description which conforms to the Record Title Boundaries. Prior to making this survey, the Surveyor shall, insofar as possible, acquire data including, but not limited to, deeds, maps, certificates or abstracts of title, section line and other boundary line locations in the vicinity.
- ☐ 3.3 Give area in square feet if less than one acre, in acres (to .001 acre) if over one acre.
- ☒ 3.4 Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement. Identify landmarks.
- ☒ 3.5 Plot location of structures on the property and on adjacent property within 100 feet. Dimension perimeters in ☒ feet and inches to nearest 1/2"; ☐ feet and decimals to .05'. State the character and number of stories. Dimension to property lines and other buildings. Vacant parcels shall be noted VACANT.
- ☐ 3.6 Show encroachments, including cornices, belt courses, etc., either way across property lines.
- ☐ 3.7 Describe fences and walls. Identify party walls and locate them with respect to property lines.
- ☒ 3.8 Show recorded or otherwise known easements and rights-of-way; state the owner of right of each.
- ☐ 3.9 Note possibilities of prescriptive rights-of-way and the nature of each.
- ☐ 3.10 Note anticipated street widenings.



- ☐ 3.11 Show individual lot lines and lot block numbers; show street numbers of buildings if available.
- ☐ 3.12 Show zoning of property; if more than one zone, show the extent of each. Show zoning of adjacent property and property across the street(s) or highway(s).
- ☐ 3.13 Show building line and setback requirements, if any.
- ☒ 3.14 Give names of owners of adjacent property.
- ☐ 3.15 Reconcile or explain any discrepancies between the survey and the recorded legal description.
- ☐ 3.16 Other (specify):

#### ARTICLE 4 — TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines or on previous turning points or benchmarks.

- ☒ 4.1 Minimum of one permanent benchmark on site for each four acres; description and elevation to nearest .01'.
- ☒ 4.2 Contours at 1' foot intervals; error shall not exceed one half contour interval.
- ☒ 4.3 Spot elevation at each intersection of a 50 foot square grid covering the property.
- ☒ 4.4 Spot elevations at street intersections and at 25 feet on center on curb, sidewalk and edge of paving including far side of paving. If elevations vary from established grades, state established grades also.
- ☒ 4.5 Plotted location of structures, above and below ground, man-made (e.g., paved areas) and natural features; all floor elevations and elevations at each entrance of buildings on the property.
- ☒ 4.6 Location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property.
- ☒ 4.7 Location of fire hydrants available to the property and the size of the main serving each.
- ☒ 4.8 Location and characteristics of power and communications systems above and below grade.
- ☒ 4.9 Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location of catchbasins and manholes, and inverts of pipe at each.
- ☒ 4.10 Name of the operating authority of each utility.
- ☒ 4.11 Mean elevation of water in any excavation, well or nearby body of water.
- ☒ 4.12 Flood plain, flood level of streams or adjacent bodies of water and analysis of site for potential flooding.
- ☒ 4.13 Extent of watershed onto the property.
- ☐ 4.14 Locations of test borings if ascertainable and the elevation of the top of holes.
- ☒ 4.15 Trees of 4" and over (caliper 3' above ground); locate within 1' tolerance and give species in English and botanical terms.
- ☐ 4.16 Specimen trees flagged by the Owner or the Architect ( in number); locate to the center within 6" tolerance; give species in English and botanical terms, give caliper and ground elevation on upper slope side.
- ☒ 4.17 Perimeter outline only of thickly wooded areas unless otherwise directed.
- ☐ 4.18 Confirm soil boring location(s).
- ☒ 4.19 Other (specify): Survey to cover areas indicated on attached.

#### ARTICLE 5 — ADDITIONAL REQUIREMENTS

Furnish with proposal Certificates of Insurance as required by paragraph 1.4 of this Agreement.



## ARTICLE 6 — ATTACHMENTS BY OWNER

*(The Owner has attached the drawings as described in Paragraphs 2.2 and 2.3 and any other documents.)*

6.1

6.2

6.3

## ARTICLE 7 — ATTACHMENTS BY SURVEYOR

*(The Surveyor shall identify and attach the proposal and any other documents.)*

7.1 Proposal dated:

7.2 Other:

## ARTICLE 8 — DELIVERY OF AGREEMENT

Upon execution and receipt by both parties, this document and all attachments listed in Articles 6 and 7 shall form the Agreement between the Owner and the Surveyor.

\_\_\_\_\_  
Accepted by Owner

\_\_\_\_\_  
Surveyor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## LAND SURVEY AGREEMENT (ADDITIONAL SHEET)

### DRAWING REQUIREMENTS

Drawing sheets shall be provided by the Architect.

Furnish to the Architect the original drawings and one copy of survey notes.

### TOPOGRAPHICAL SURVEY REQUIREMENTS

- 1) If the slope becomes irregular or in indicated areas where more detailed information is required, the contours should be shown at 1/2 foot intervals.
- 2) Substantial changes in grade (approximately 25% or more) should be accompanied by spot elevations at the top and bottom of said grade change.
- 3) Locate and note sizes, current characteristics and service potential of existing and proposed underground or overhead telephone and electric lines and transformers on and adjacent to the site. Locate and note sizes of utility poles and towers, street lamps and other external sources of light on and adjacent to the site.
- 4) Locate and note sizes and elevations of both top of castings and inverts of inlets, catch basins, manholes (noting use) meter pits (noting elevations at top and bottom of pits), and utility and heating tunnels on and adjacent to the site.
- 5) If any (or all) of the above utilities are not located on or immediately adjacent to the site, note distance and direction to and size of nearest available utilities (noting invert, etc. elevations when appropriate).

### DRAFTING INSTRUCTIONS

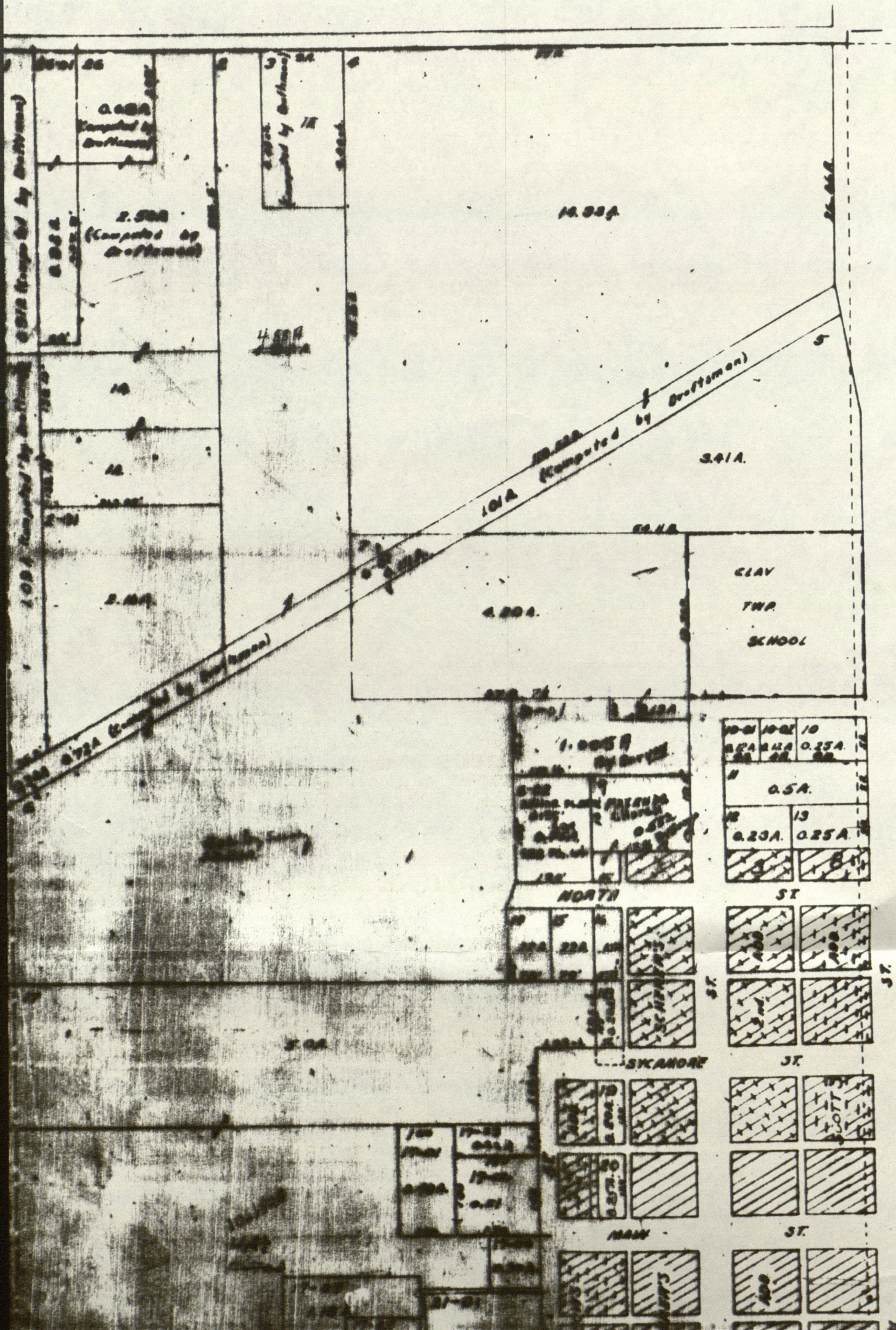
- 1) All drafting will be in ink using No. 2, 1, 0 and 00 pens (no graphite or plastic leads).
- 2) All material will be identified with words and/or textures (no colored pencils or shading).

### OTHER INFORMATION

- 1) Show exact direction and dimensions existing between all existing buildings using coordinates system.
- 2) Dimensions for walls and openings in area of connection between new and existing buildings.
- 3) Walls top elevation as indicated on plans.



PT SE' 34-15-





No. 2

AMENDED CAPTION OF ABSTRACT

ABSTRACT OF TITLE

To the following described real estate situated  
in Hendricks County, in the State of Indiana, to-wit:

[ A part of the South East quarter of Section 34, Township 15 North of Range 2 West described as follows, to-wit:-Commencing at the North East corner of the South East quarter of Section 34 Township 15 North of Range 2 West, and running thence South 26.46 rods to the North line of the right of way of the Indianapolis and Western Traction line; thence South West parallel with the said North line of said right of way 58.53 rods; thence West 93 links; thence North 55.10 rods to the North line of said South East quarter and thence East 55 rods to the place of beginning, the same being 14.33 acres.

ALSO:

Part of the North East quarter of the South East quarter of Section 34 and a part of the North West quarter of the South West quarter of Section 35, all in Township 15 North, Range 2 West, bounded and described as follows, to-wit: Beginning at a point in the North line of the former right-of-way of the Indianapolis and Western Railroad Traction Company's line, which point is 26.46 rods South of the North East corner of the South East quarter of said Section 34, and running thence South 9.72 rods; thence East 0.52 rod; thence South 11 degrees and 54 minutes East 13.8 rods; thence South 5.05 rods; thence West 54.11 rods to the North line of the right of way of said Railroad Traction line; thence Northeasterly with the said North line of said right of way 58.53 rods to the place of beginning, (except the former right of way of the Indianapolis and Western Traction Company's line.)

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ABSTRACTER'S NOTE:

We have amended an original abstract of the 14.33 acres described in the caption appearing on the following page, so as to make said abstract include the last above described tract. We have re-arranged and used the original abstract of instruments as originally shown, have re-numbered the abstract, and have inserted in the same all matter necessary to make the same a complete and correct abstract of the land described in the above amended caption.



No. 7.

TEN. SEC. 34. T15. R2. W.

