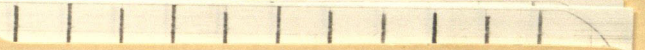


PERPETUAL COR. CONTRACT #4



Itemized List of Services Performed Under the
AGREEMENT FOR PERPETUATION OF CORNERS AND CORNER RECORD BOOKS
dated February 16, 1982,
BETWEEN THE COUNTY SURVEYOR AND THE CLAIMANT UNDER THE PROVISIONS
of Ch. 319, Acts of 1965.

[illegible]

AGREEMENT

FOR

PERPETUATION OF CORNERS
AND CORNER RECORD BOOKS

THIS AGREEMENT made and entered into this 16 day of February, 1982, by and between the Surveyor of Hendricks County, Indiana, hereinafter called the "County Surveyor," and Stanley M. Shartle, hereinafter called the "Registered Land Surveyor" (abbreviated "RLS"); WITNESSETH, that

WHEREAS, the Perpetual Corner Records Act of 1965 (Ch.319, Acts 1965) requires that commencing January 1, 1966, and in each calendar year thereafter, the County Surveyor shall check and establish or reestablish and reference at least five percent of all the corners originally established by government surveyors, so that within 20 years or less all of the original corners will be established or reestablished and thereafter perpetuated; and

WHEREAS, since the promulgation of said Act and until 1977, no funds were appropriated specifically to enable the Surveyor of Hendricks County to fully implement said Act, though during said period of time he did prepare, maintain, and have custody of a set of corner record books into which he entered checks and references for corners turned into him by private registered land surveyors; and

WHEREAS, limited funds are now appropriated and the County desires to comply more fully with said Act; and

WHEREAS, said Act requires that it shall be the duty of unregistered County Surveyors, with the approval of the County Commissioners, to appoint a qualified registered land surveyor who is a resident elector of the County, if available, as administrator of the Act, or if there is not a resident registered land surveyor available one may be employed who resides outside the County; and

WHEREAS, there is not a resident registered land surveyor in Hendricks County known to the County Surveyor who is properly equipped and willing to administer said Act in accordance with the specifications and standards set out in II below; and

WHEREAS, Stanley M. Shartle, a registered land surveyor ("RLS") and resident of Morgan County, Indiana, has many years of land surveying experience since 1937 in Hendricks County, Indiana, and is qualified, properly equipped, and willing to administer said Act; so

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. That said County Surveyor, with the approval of the County Commissioners, does hereby employ said Stanley M.

Shartle, a registered land surveyor ("RLS"), to administer said Act and agrees to pay for his services according to V below, and the RLS agrees to perform such services as are herein specified.

II. The RLS shall furnish labor, materials, instruments, equipment, machinery, and supplies in performing the following under this agreement:

- (a) Since close professional direction of the work is peculiarly vital to the well being of the program and protection of the public, the RLS shall conduct all research, operate all surveying instruments, and carry out all computations personally in lieu of delegating such vital functions to others. The term "surveying instruments" shall mean computers, theodolites, and electronic distance measuring instruments.
- (b) For each corner to be perpetuated, research the records of the County, the records of his own office, and the records of other private surveyors as may be available to him or as he may deem appropriate to aid in the search for the corner.
- (c) Recover existing corner monuments and restore lost or obliterated corners. Restoration work shall be in accordance with Restoration of Lost or Obliterated Corners and Subdivisions of Sections, a Guide for Surveyors, by Bureau of Land Management, and all laws governing such work.
- (d) Upon the County Surveyor's request, traverse between corners with a standard of accuracy meeting or exceeding Third Order Class I specifications of 1974, National Ocean Survey. Traverse adjustments shall comply with Manual of First-Order Traverse, Part II, S.P. 137, U.S.C. & G.S.
- (e) Make a record of each corner perpetuated which conforms with the format of the existing corner record books in the County Surveyor's office. Besides reference ties to objects in the vicinity of the corner, the record shall contain the coordinates of the corner and bearings and distances to the nearest other perpetuated corners, as determined from the above-mentioned traverse, if requested by the County Surveyor. Such data shall be based upon the Indiana State Plane Coordinate System if control stations are reasonably available; otherwise, on one or more local plane coordinate systems that shall be established and used.
- (f) Meet with the County Surveyor, County Engineer, County Highway Supervisor, and/or County Commissioners, when requested or necessary, for consultation or conference, or visit to the sites

for inspection of the work.

- (g) Upon the County Surveyor's request, and only at the perpetuated corners designated by him, the RLS or County employees, or both working together, at the option of the County Surveyor, Copperweld monuments shall be set in portland cement concrete with tops of monuments and concrete flush with the surface at the corner.

III. In order to economize, the County Surveyor may furnish the RLS with one or more County employees, whenever they are available, to help with the work, thereby reducing the personnel to be supplied by the RLS. Also, the County Surveyor reserves the right to furnish excavating equipment and machinery in lieu of the same being furnished and charged for by the RLS.

IV. The term of this agreement shall be from the date hereof to December 31, 1982, and for any extensions thereof as may be agreeable to both parties. The total obligation under this agreement, including the cost of personnel and equipment furnished by the County to assist in the work, shall not exceed the funds appropriated for corner perpetuation for the term of the agreement. No claims for services rendered shall be filed by the RLS after December 10, 1982.

V. Upon receipt by the County Surveyor of claims filed by the RLS and upon the approval of those claims by him and the County Commissioners, the RLS shall receive payment for the work on the following basis:

- (a) Office work, one man, per hour.....\$15.00
- (b) One-man field party, per hour..... 20.00
- (c) Two-man field party, per hour..... 30.00
- (d) three-man field party, per hour..... 40.00
- (e) Backhoe, per hour..... 16.00
- (f) Cobra gasoline digger/tamper, per hour..... 7.00

The above includes computer expenses, mileage, subsistence, and surveying instrument rental necessary and incidental to perform the work. It does not include any materials for the placement of witness marks nor for the marking of corners with concrete and/or metallic monuments. Cement furnished by the RLS will be paid for at cost plus 25%. Metallic monuments will be furnished by the County Surveyor, if they are required.

The above unit price per hour for backhoe is for machine time only. Payment for the backhoe operator is included in the above unit prices per hour for field party. Backhoe time shall include movement to the job site of the backhoe, the use of the backhoe on the job, and the time required to move the backhoe

from corner to corner. Time when the backhoe is at the job site but not in use or not being moved from corner to corner will not be paid for.

VI. The RLS shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the work. He agrees to and shall save harmless the County from any and all liability and claims for damages due to death of or injuries to persons or damage to property resulting from acts of the RLS or his own employees under this agreement.

VII. This agreement shall not be assigned nor transferred and the RLS shall not sublet all or any part of this agreement without written consent of the County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and date first-above written.

Stanley M. Shartle
Stanley M. Shartle, RLS

Alton J. Huntsman
Surveyor of Hendricks County, Indiana

APPROVED BY THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA:

Arthur Himself
Arthur Himself

Marvin Money
Marvin Money

Herschel Gentry, Jr.
Herschel Gentry, Jr.

ATTEST:

Patricia J. Stampel
Auditor of Hendricks County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State personally appeared Stanley M. Shartle and acknowledged his execution of the foregoing instrument.

WITNESS my hand and seal this 5th day of February, 1982.

Rettie S. Bassett Rettie S. Bassett
Notary Public

My Commission Expires: 10-19-84.

STATE OF INDIANA }
 } SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Alton Huntsman, County Surveyor, and Arthur Himsel, Marvin Money, and Herschel Gentry, Jr., known to me to be the Board of Commissioners of Hendricks County, Indiana, and acknowledged their execution of the foregoing instrument.

WITNESS my hand and seal this 16th day of FEB., 1982.

Walter F. Reeder III
Walter F. Reeder III, Notary Public

My Commission Expires 1/24/83.