



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, CFM
Surveyor of Hamilton County
Phone (317) 776-8495
Fax (317) 776-9628

Suite 188
One Hamilton County Square
Noblesville, Indiana 46060-2230

December 4, 2006

To: Hamilton County Drainage Board

Re: J.W. Brendel Regulated Drain

Attached is a petition and plans for the proposed relocation and reconstruction of the J.W. Brendel Drain. The reconstruction is being proposed by Brenwick TND Communities, LLC. The proposal is to reconstruct the drain from approximate Sta. 10+25 of the J.W. Brendel Drain per the 1909 Legal Description to the north end of the 72" CMP culvert under 126th Street. Also included is approximately 450 of the open ditch that is part of Arm 1 on the J.W. Brendel Drain.

The relocated drain shall consist of those lengths of pipes between the following structures and open ditch as shown on sheets C101 and C102 of the plans by The Schneider Corporation, dated March 20, 2005, and having job number 1238.6001:

A new end section structure which is the outlet of Schricker Pond, Str. 606, then to Str. 605, 604, 603, 602, 601, 600, and 599.

The open ditch is being reconstructed in place, with new flowline profile and cross-sections as shown in the above referenced plans, from Sta. 9+05 of Arm 1 of the J.W. Brendel Drain to Sta. 13+55 of Arm 1 and Sta. 23+00 of the main J.W. Brendel Drain to Sta. 35+28 of the main drain.

The drain in total will consist of the following lengths:

24" RCP – 332 ft	27" RCP – 332 ft.	36" RCP – 770 ft.
6" SSD – 160 ft.	Open Ditch – 1678 ft.	

The total length of new tile shall be 1594 feet. The original 1275 feet of tile from Sta. 10+25 (Str. 605 on new line) to Sta. 23+00 (New outlet into open ditch, Str. 599, approximately 80 feet north of this station), of the main drain shall be vacated. This proposal will add 319 feet to the drains total length.

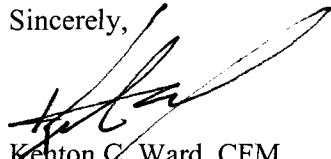
The cost of the relocation and reconstruction is to be paid by Brenwick TND Communities, LLC. The cost per the bid documents for excavation and storm sewer by Valenti-Held dated July 28, 2006 and revised November 10, 2006 is \$99,161.00, the cost for construction staking per the bid documents by The Schneider Corporations was \$2200.00, and the cost for erosion control per the bid documents by Wayne J. Kramer Inc. was \$29,605.00, for a total cost of \$130,966.00. The work will be performed by the above listed contractors working for the Hamilton County Drainage Board. The cost of the work will be immediately reimbursed by Brenwick TND Communities, LLC.

The drains is being reconstructed across tracts 17-09-29-00-00-012.001, owned by Brenwick TND Communities LLC, 17-09-29-00-00-012.000, owned by Wendy M. Fortune, 17-09-29-00-00-012.301 and 17-09-29-00-00-012.201, owned by Mark G. and Rebecca A. Herbison, 17-09-29-00-00-012.401, owned by Bruce H. and Nancy R. Young, and 17-09-29-00-00-012.101, owned by John A Smith and Donna L Anderson. The drain is being relocated and reconstructed in the same place, so no additional easement will be required from these tracts. The reconstruction of Arm 1 will require the work to be accessed from the west easement for the J.W. Brendel Drain on parcel 17-09-29-00-02-024.000, owned by Centex Homes, which is Common Area #2 for Hayden Run Subdivision.

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 the Board set a hearing for this proposed drain for January 22, 2007.

Sincerely,



Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/grh

HAMILTON COUNTY DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN RE: Village of WestClay, Section 6001)
Hamilton County, Indiana)


PETITION FOR RELOCATION AND RECONSTRUCTION

Brenwick TND Communities, LLC (hereinafter Petitioner"),

hereby petitions the Hamilton County Drainage Board for authority to relocate and improve a section of the J.W. Brendle Drain, and in support of said petition advises the Board that:

1. Petitioner owns real estate through which a portion of the J.W. Brendle Drain runs.
2. Petitioner plans to develop its real estate with roads, buildings, utilities, storm drains, sanitary sewers and other structures.
3. Petitioner's proposed development of its real estate will require relocation and reconstruction of a portion of the J.W. Brendle Drain, as specifically shown on engineering plans and specifications filed with the Hamilton County Surveyor.
4. The work necessary for the proposed relocation and reconstruction will be undertaken at the sole expense of the Petitioner and such work will result in substantial improvement to the J.W. Brendle Drain, without cost to other property owners on the watershed of the J.W. Brendle Drain.
5. Proposed relocation and reconstruction will not adversely affect other land owners within the drainage shed.
6. Petitioner requests approval of the proposed relocation and reconstruction under IC 36-9-27-52.5.

WHEREFORE, Petitioner requests that an Order issued from the Hamilton County Drainage Board authorizing relocation and reconstruction of the J.W. Brendle Drain, in conformance with applicable law and plans and specifications on file with the Hamilton County Surveyor.


Signed

KEVIN KRULAK
Printed

DATE: July 28, 2006 – Revised November 10, 2006

CUSTOMER: Hamilton County Surveyor

JOB NAME: West Clay JW Brendle Drain Relocation

LOCATION: Carmel, IN



VALENTI-HELD CONTRACTOR / DEVELOPER, INC. agrees to furnish and install the necessary materials, equipment, and labor, in the manner described below, and to perform such construction in a workmanlike manner, and as expeditiously as the construction schedule and weather conditions permit (but subject to delays from causes beyond our control; such as strikes, shortage of labor, fires, accidents, or acts of God). Our workmanship and material is guaranteed for one year from the date of job completion. In the event that defective workmanship or materials are determined to have occurred, **VALENTI-HELD CONTRACTOR / DEVELOPER, INC.** shall be liable only for the replacement of same. This proposal is valid for 30 days & is subject to increase due to fluctuation in labor and material costs if not started within 60 days.

This proposal is based on drawings and specifications prepared by the Schneider Corp. dated 3/1/05 with revisions through 10/25/06. This proposal is based upon excavating the existing "open ditch" portion of the J.W.Brendle Legal Drain from Station 0+00 (at 126th Street) to Station 14+18.61, where the enclosed (piping) portion of the drain work will commence. A new 4' wide flat bottom channel will be constructed to the new flow line elevation shown, with side slopes constructed at 2:1 in lieu of the 3:1 as shown on the plans. The first 100 L.F. north of 126th Street will be constructed at a 6' bottom width with a "silt pit" elevation that is two feet deeper than the flow line elevation shown. The next 100 L.F. will be the "transition area" into the 4' bottom width.

I. EARTHWORK

Includes:

- A. Installation of preliminary erosion control measures and a site access drive located at 126th Street adjacent to the drain culvert crossing.
- B. Excavate the ditch bottom as described above.
- C. Remove fallen tree limbs and debris from the site.
- D. Distribute the excavated materials over the 75' wide eastern half of the legal drain easement area, except at existing sanitary sewer manhole locations, where the existing grade elevations will be maintained.
- E. Finish grade the side slopes and easement area one time only.

JW Brendle Drain Relocation Proposal
11/10/2006

- F. Utilize the waste dirt generated from the installation of the storm piping by distributing excess spoils over the 150' easement area.

Excludes:

- A. Field engineering and soils testing.
- B. Permits or Bonds.
- C. Installation of silt fence.
- D. Removal of standing (living) trees on any portion of the "open ditch".
- E. Installation of rock "Rip-Rap" on any portion of the "open ditch".
- F. Relocation of existing utilities and files.
- G. Straw bales or other erosion control measures, or fine grading for erosion control.
- H. Temporary or permanent seeding, sod installation or landscape work.
- I. Cost for design engineer to produce as-built record drawings.
- J. Tax on materials.

TOTAL BID AMOUNT = \$19,250.00

III. STORM SEWERS

Includes:

- A. Excavation and placement of the R.C.P. as shown on the drawings.
- B. Manholes.
- C. Sub-surface drains at the specified storm manhole locations.
- D. Sand backfill with jet compaction under existing stone drive.
- E. Maintenance bond.

Excludes:

- A. Field engineering and soils testing.
- B. Permits or performance bonds.
- C. Relocation of existing utilities.
- D. Removal or replacement of existing fence.
- E. Tie-ins or additional structures for existing tiles or culverts.
- F. Subsurface drains.
- G. Cost for design engineer to produce as-built record drawings.
- H. Sales tax.

TOTAL BID AMOUNT = \$79,911.00

It is agreed that the contract price for the above work to be performed by VALENTI HELD CONTRACTOR/ DEVELOPER, INC. is Ninety Nine Thousand One Hundred Sixty One Dollars (\$ 99,161.00).

JW Brendle Drain Relocation Proposal
11/10/2006

The Owner must provide the Contractor with an Indiana State Sales Tax Exemption certificate to prevent the addition of such tax to the contract total.

Payment to be due and payable when invoiced by the 25th of the month, due the 10th of the following month with 10% retainage. Past due invoices are subject to one and a half percent (1 1/2%) per month service charge, plus reasonable attorney fees necessary to collect past due invoices.

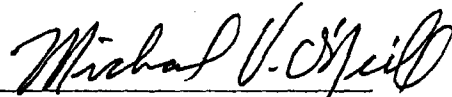
This proposal shall become a contract, binding upon both parties, upon the same being signed by an authorized agent for VALENTI-HELD CONTRACTOR / DEVELOPER, INC. and by the Owner. We agree to keep in force property damage and public liability insurance and to comply fully with the provisions of the Workman's Compensation Act of the State of Indiana and agree to furnish a Certificate of Insurance upon request.

OWNER

By: _____
Printed: _____
Title: _____
Date: _____

CONTRACTOR

Valenti-Held Contractor/Developer, Inc.

By: 
Printed: Michael V. O'Neill
Title: Estimator
Date: 11/10/06

STORM SEWERS - UNIT COSTS			
JW Brendle Drain Relocation			
Depth	Quantity *	Unit Cost	Total Cost
12" Pipe (LF)	0	\$0.00	\$0
12" End Sect. (EA)	0	\$0.00	\$0
12" Trash G. (EA)		\$0.00	\$0
15" Pipe (LF)	0	\$0.00	\$0
15" End Sect. (EA)	0	\$0.00	\$0
15" Trash G. (EA)		\$0.00	\$0
18" Pipe (LF)	0	\$0.00	\$0
18" End Sect. (EA)	0	\$0.00	\$0
18" Trash G. (EA)		\$0.00	\$0
21" Pipe (LF)	0	\$0.00	\$0
21" End Sect. (EA)	0	\$0.00	\$0
21" Trash G. (EA)		\$0.00	\$0
24" Pipe (LF)	273	\$31.00	\$8,463
24" End Sect. (EA)	0	\$0.00	\$0
24" Trash G. (EA)		\$0.00	\$0
27" Pipe (LF)	332	\$34.00	\$11,288
27" End Sect. (EA)	0	\$0.00	\$0
27" Trash G. (EA)		\$0.00	\$0
30" Pipe (LF)	0	\$0.00	\$0
30" End Sect. (EA)	0	\$0.00	\$0
30" Trash G. (EA)		\$0.00	\$0
33" Pipe (LF)	0	\$0.00	\$0
33" End Sect. (EA)	0	\$0.00	\$0
33" Trash G. (EA)		\$0.00	\$0
36" Pipe (LF)	770	\$47.00	\$36,190
36" End Sect. (EA)	1	\$1,600.00	\$1,600
36" Trash G. (EA)		\$0.00	\$0
42" Pipe (LF)	0	\$0.00	\$0
42" End Sect. (EA)	0	\$0.00	\$0
42" Trash G. (EA)		\$0.00	\$0
Std. Manhole (EA)	0	\$0.00	\$0
Large Manhole (EA)	4	\$2,450.00	\$9,800
Extra Large Manhole (EA)	1	\$3,220.00	\$3,220
Connect to Existing Structure		\$0.00	\$0
Sand Backfill & Bedding	21	\$8.75	\$184
# 53 Stone (TN)	14	\$11.00	\$154
# 8 Stone (TN)	483	\$15.00	\$7,245
Rip Rap (TN)	5	\$27.00	\$135
TOTAL			\$78,279

Valenti Held Contractor/Developer, Inc.

SUBSURFACE DRAINS - UNIT COSTS			
JW Brendle Drain Relocation			
	Quantity *	Unit Cost	Total Cost
6" HW SSD Under Curb	LF 160	\$10.20	\$1,632
TOTAL			\$1,632

Valenti Held Contractor/Developer, Inc.

EARTHWORK -- UNIT COSTS			
JW Brendle Drain Relocation			
	Quantity *	Unit Cost	Total Cost
Misc	LS 0	\$0.00	\$0
Clearing	LS 1	\$990.00	\$990
Demolition	LS 0	\$0.00	\$0
Preliminary Erosion Control	LS 1	\$3,900	\$3,900
Stripping Topsoil	CY 0	\$0.00	\$0
Mass Earthwork	CY 3,600	\$3.17	\$11,400
Green Space	SY 0	\$0.00	\$0
Finish Grading	LF 0	\$0.00	\$0
Rear Yard Swales	LF 0	\$0.00	\$0
Rear Yard Swales after SSD	LF 0	\$0.00	\$0
Topsoil Redistribution	CY 0	\$0.00	\$0
Topsoil Respread	CY 0	\$0.00	\$0
Street Grading	SY 0	\$0.00	\$0
Bypass and A&D Lanes	SY 0	\$0.00	\$0
Alleys	SY 0	\$0.00	\$0
Ditch Banks and Easement	LF 1,430	\$1.44	\$2,060
Storm Sewer Easement	LF 1,500	\$0.60	\$900
TOTAL		>	\$19,250

Valenti Held Contractor/Developer, Inc.

SUMMARY -- PHASE COST	
JW Brendle Drain Relocation	
SANITARY MAIN	\$0
SANITARY LATERAL	\$0
STORM	\$78,279
SSD	\$1,632
WATER MAIN	\$0
WATER LATERALS	\$0
EARTHWORK	\$19,250
	<hr/>
	\$99,161



WORK ORDER/CONTRACT FOR PROFESSIONAL SERVICES

Date Ordered:	Nov 21, 2006	Taken By:	rjh	Job #:		Phase:	
CLIENT:	Hamilton County Surveyors Office			Tel. #:	317-776-8495		
Representative:	Kenton C. Ward			Tel. #:			
Title:				E-mail Add.	surveyor@co.hamilton.in.us		
Billing Address:	One Hamilton County Square Suite 188			FAX #:			
City:	Noblesville	State:	In	Zip Code:	46060		
Job Location (Sec-Twp-Rng):	29-18N-3E	PID		County:	Hamilton		
Subdivision:	West Clay 1238.6001			Lot #s:			
Project Name:	Brendle Drain Relocation		Common Location:	126 th and Towne Rd.			
SERVICES TO BE PERFORMED:							
Stake, offset and grade 7 storm sewers including tie-in							
Stake and grade an offset to new channel elevation at 50' interval 0+00 to 16+77.38							
Staking to be provided on the same mobilization on a one time basis							
Provide calculations and coordination							
Number of Copies To Be Provided:				Date To Be Completed:			
Mail Additional Copy To:							
Cost of Professional Services:		\$2,200.00		Client Order/P.O. #:			

TERMS AND CONDITIONS

- For and in consideration of the mutual promises contained in this Work Order/Contract For Professional Services ("Work Order"), The Schneider Corporation ("Schneider") and Client agree as follows:
- Acceptance of this Work Order by Client shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing Schneider to commence work or preparation for work will constitute acceptance by Client of this Work Order and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
- Schneider shall provide Client services as described in Services to be Performed. Schneider shall use the standard of care typically exercised in conducting professional practices outlined in the Services to be Performed.
- Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1½ % per month (18% per year). Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
- Client's Responsibilities: Client shall do the following in a timely manner so as not to delay the services of Schneider: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Work Order. Such person shall have complete authority to transmit instructions and receive information with respect to Schneider's Services to be Performed. Schneider may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Work Order to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the services to be provided, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications. (3) Assist Schneider by placing at Schneider's disposal all available information pertinent to the services to be provided including previous reports and any other data relative to design or construction of the services to be provided; all of which Schneider may use and rely upon in performing the services under this Work Order. (4) Give prompt written notice to Schneider whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Schneider's services, or any defect or nonconformance in the work of any contractor.
- Upon acceptance of this Work Order, Schneider shall be given a reasonable time in which to commence and complete the performance of the services to be Performed. Schneider shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to delays caused by the Client.

7. Notwithstanding any provision contained in this Work Order or any other documents between Client and Schneider, Schneider may file a lien or claim on its behalf in the event that any payment to Schneider is not made as and when provided for by this Work Order.
8. Term and Termination. Schneider's obligation to render services under this Work Order will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If Client fails to give prompt authorization to proceed, or if Schneider's services are delayed or suspended by Client for more than three months for reasons beyond Schneider's control, Schneider may, after giving seven days' written notice to Client, suspend or terminate services under this Work Order. If payment is not received within 45 days of the date of invoice, Schneider reserves the right, after giving seven days notice to Client, to suspend services to Client or to terminate this Work Order. Schneider shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Client may terminate this Work Order for any reason or without cause upon thirty days written notice to Schneider. If any work covered by this Work Order is suspended, terminated or abandoned, the Client shall compensate Schneider for services rendered to the date of written notification of such suspension, termination or abandonment.
9. Computer Files. All Computer files or other electronic media including the raw data contained therein (hereafter "Computer Files") supplied by Schneider are supplied subject to these terms and conditions:
 - A. Computer Files may be protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in Schneider. Schneider hereby grants a revocable license to Client to use the Computer Files in a manner consistent with the uses traditionally made of the information contained therein were such information provided by Schneider solely in hard copy. Schneider reserves all rights not expressly granted.
 - B. To the extent the Computer Files include any trade secret or other confidential information of Client, Schneider agrees to keep such information confidential, but Schneider is otherwise free to use the Computer Files and other related materials in other projects for Client or for third parties.
 - C. Schneider shall have no liability or responsibility for problems with the Computer Files caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by Schneider.
 - D. Unless certified by Schneider in writing, the Computer Files may not identically conform to corresponding information provided in hard copy, and Schneider does not warrant the accuracy of the information contained in the Computer Files.
 - E. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the computer files are provided "as is", and Schneider disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
 - F. Schneider shall not be liable to client for any incidental, special, indirect, consequential or punitive damages of any character, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the computer files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and even if Schneider has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Schneider's liability to client, regardless of the legal theory of any claim, shall not exceed the fees paid to Schneider in connection with Schneider's provision of the computer files.
10. Limitation of Liability and Responsibilities. The Client shall hold harmless and indemnify Schneider from all losses, damages, costs and expenses which Schneider may suffer or sustain which results from acts or omission of any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Schneider's own employees and agents) at the site or otherwise furnishing or performing any work. Nothing contained in this paragraph, however, shall be construed to release Schneider from liability for failure to properly perform duties and responsibilities assumed by Schneider under this Work Order.
11. Assignment. Neither Schneider nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Schneider from employing independent Schneider associates and consultants to assist in the performance of the services hereunder.
12. Rights and Benefits. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Schneider, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Schneider and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Schneider in conjunction with the services provided for under this Work Order shall remain the sole property of Schneider.
13. Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
14. Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

HAMILTON COUNTY SURVEYORS OFFICE hereby agrees to the terms and conditions referenced this Work Order.

SIGNATURE:	DATE:
PRINTED NAME:	TITLE:

Wayne J. Kramer Inc.
5845 S. 800 E.
Zionsville, IN 46077

Proposal

Proposal No. 634A

Date 7-25-06

Proposal Submitted To:

Hamilton County Drainage Board

Work to be Performed at:

Brendel Drain

Project: Brendel Drain Relocation Seeding.

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

1. 1500 Lin Ft. silt fence along East side
of ditch if necessary.
1500' @ \$1.00/ft. \$1,500.00

2. Fine grading and permanent seeding
to match existing vegetation.

7.3 Acres @ \$3,850/acre

\$28,105.00

\$29,605.00

TAX EXEMPT TOTAL

Proposal Includes:

All material guaranteed as specified and the above work performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Acceptance Of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined.

Twenty Nine Thousand Six Hundred Five Dollars
Payment to be made as follows:

Date of Acceptance: _____

NET 30 DAYS

Signature: _____

Signature: _____
This copy is from the Hamilton County Superior's Office, Noblesville, In 46060

FINDINGS AND ORDER

CONCERNING THE PARTIAL VACATION OF THE

J. W. Brendel Drain Relocation

Station 10+25 to Station 23+00

On this **22nd day of January 2007**, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the **J. W. Brendel Drain Relocation: Station 10+25 to Station 23+00**.

Evidence has been heard. Objections were presented and considered. The Board then adopted an order of action. The Board now finds that the costs of continued maintenance to the portion of the above drain exceed the benefits to the real estate benefited by the portion of the drain to be abandoned and issues this order vacating the above section of the **J. W. Brendel Drain**.

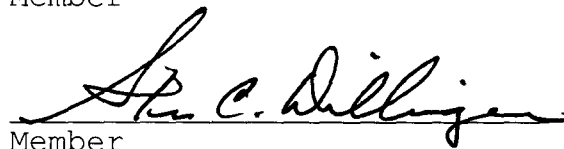
HAMILTON COUNTY DRAINAGE BOARD



President



Member



Member

Attest:



STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

BEFORE THE HAMILTON COUNTY
DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN THE MATTER OF THE
RECONSTRUCTION OF THE
J. W. Brendel Drain Relocation

FINDINGS AND ORDER FOR RECONSTRUCTION

The matter of the proposed Reconstruction of the **J. W. Brendel Drain Relocation** came before the Hamilton County Drainage Board for hearing **on January 22, 2007**, on the Reconstruction Report consisting of the report and the Schedule of Damages and Assessments. The Board also received and considered the written objection of an owner of certain lands affected by the proposed Reconstruction, said owner being:

Evidence was heard on the Reconstruction Report and on the aforementioned objections.

The Board, having considered the evidence and objections, and, upon motion duly made, seconded and unanimously carried, did find and determine that the costs, damages and expenses of the proposed Reconstruction will be less than the benefits accruing to the owners of all land benefited by the Reconstruction.

The Board having considered the evidence and objections, upon motion duly made, seconded and unanimously carried, did adopt the Schedule of Assessments as proposed, subject to amendment after inspection of the subject drain as it relates to the lands of any owners which may have been erroneously included or omitted from the Schedule of Assessments.

The Board further finds that it has jurisdiction of these proceedings and that all required notices have been duly given or published as required by law.

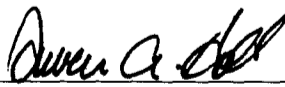
Wherefore, it is ORDERED, that the proposed Reconstruction of the **J. W. Brendel Drain Relocation** be and is hereby declared established.

Thereafter, the Board made inspection for the purpose of determining whether or not the lands of any owners had been erroneously included or excluded from the Schedule of Assessments. The Board finds on the basis of the reports and findings at this hearing as follows:

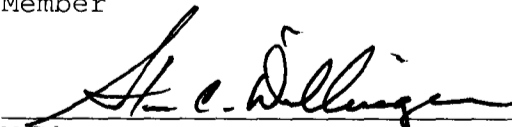
HAMILTON COUNTY DRAINAGE BOARD



PRESIDENT



Member



Member

ATTEST:


Executive Secretary