

SURVEYOR'S OFFICE

Hamilton County

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

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

TO: Hamilton County Drainage Board

RE: Grassy Knoll Drain

Attached are plans, drain map, drainage shed map, schedule of assessment and petitions for the Grassy Knoll Drain. The proposed drain is located in Sections 31 and 32 in Township 19 North, Range 3 East in Washington Township.

The drain has been petitioned for by the Grassy Knoll Homeowners Association and the City of Westfield. These petitions were received on August 15, 2016 and August 30, 2016 respectively. I have reviewed the submittals and petition and found each to be in proper form.

The above petitions were a result of an original Obstruction of Private Drainage Petition filed by the Grassy Knoll Property Owners Association on February 18, 2016. The petition was filed due to the offsite open ditch west of Grassy Branch Road being filled with sediment resulting in water backing up into the pipe under the road and causing the elevation in the detention pond for Grassy Knoll to stage higher than the normal pool elevation. The petition was presented to the Board at its March 14, 2016 meeting at which time it was referred to the Surveyor for investigation (see Hamilton County Drainage Board Minutes Book 16, pages 473-475). At the Board meeting of March 28, 2016 Mr. Andrew Conover presented the Surveyor's Inspection Report affirming the allegations set out in the petition. At this time the Board set the matter for hearing (see Hamilton County Drainage Board Minutes Book 16, pages 498-501). The hearing was held on April 25, 2016 at which time the matter was tabled so that the petition for regulated drain could be filed (see Hamilton County Drainage Board Minutes Book 16, pages 532-535).

I have made a personal inspection of the land described in the petition. Upon doing so, I believe 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 shall begin at the east end of the existing 18" RCP which serves as the outlet for the Grassy Knoll Detention Pond and thus run west to the intersection with the existing 24" combination RCP/CMP culvert under Grassy Branch Road. At the west side of the 24" culvert shall begin an open ditch 847 feet in length running in a generally westerly direction following the existing swale and terminating in the Wheeler & Beals Drain, also known as Cool Creek approximately eleven (11) feet north of the south line of Hamilton County Tax Parcel 09-06-31-00-00-012.000.

In addition to the main drain shall be two (2) arms located within the east right of way for Grassy Branch Road. Both are 18" RCP's, one running 17 feet north and one running 16 feet south of the manhole located at the intersection between the 18" RCP and 24" CMP/RCP sections of the main drain noted above.

The drain consists of the following lengths:

18" RCP	64 feet
24" RCP/CMP	46 feet
Open Ditch	847 feet

The total length of the drain shall be 957 feet.

The portion of the proposed drain described above which is located within the Grassy Knoll Subdivision is located within platted drainage easement. This is shown as "Block A" which is a variable width drainage easement on the record plat for Grassy Knoll Section 1 as recorded in the office of the Hamilton County Recorder as Instrument 9430627 in Plat Cabinet 1, Slide No. 333. A portion of the proposed drain is within the right of way for Grassy Branch Road. The majority of the length of this drain is upon parcel 09-06-31-00-00-012.000 owned by Della J. Emerich Trustee, Della J. Emerich Revocable Living Trust. The easement description is attached and consists of 1.75 acres of permanent drainage easement and 0.29 acres of temporary drainage easement. The temporary easement is for the spreading of spoil for the construction of the open ditch and will terminate upon completion of the construction. These easements have yet to be purchased.

The cost of the easements are estimated to be as follows:

Appraisals	\$ 7,500.00
Permanent Easement 1.75 ac @ \$32,000/acre	\$56,000.00
Temporary easement 0.29 ac @ \$32,000/acre	<u>\$ 9,280.00</u>
Total Easement Cost	\$72,780.00

The open ditch portion of the drain is in need of dredging. The costs for this work is as follows:

			Unit Cost	Cost
Channel Dredging	836	LF	\$ 7.50	\$ 6,270.00
Rip-Rap	60	TON	\$ 50.00	\$ 3,000.00
Clearing	1	EA	\$ 1,000.00	\$ 1,000.00
HMA Drive Repair	1	EA	\$ 750.00	\$ 750.00
Seeding	4,840	SYS	\$ 1.00	\$ 4,840.00
Erosion Control	1	LS	\$ 1,000.00	\$ 1,000.00
Construction Entrance	1	LS	\$ 500.00	\$ 500.00
24" CMP	82	LF	\$ 35.00	\$ 2,870.00
			Subtotal	\$20,230.00
			15% Contingency	\$ 3,034.50
			Total	\$23,264.50

Total Project Estimate:

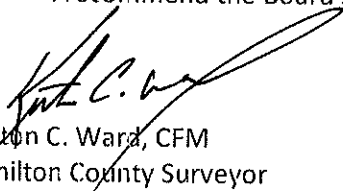
Easements	\$72,780.00
Construction Costs	<u>\$23,264.50</u>
Total Cost	\$96,044.50

The cost of the drain shall be spread across the drainage shed. There are 88 platted lots within the Grassy Knoll Subdivision along with 42.16 acres within the drainage shed. Spreading the cost evenly across the shed results in an assessment for construction of \$ 729.16 per ac/lot with a \$729.16 minimum. This area is within the Cool Creek Drainage Area. There will be no change of assessment with the construction of the drain. The damages to the Emerich property is estimated at \$72,780.00. The easement has not been appraised at this time. Thus the damages may be decreased once appraisals are completed.

This drain shall be an arm to the Cool Creek Drainage Area. Therefore, the future maintenance for this drain will fall under the Cool Creek maintenance fund.

I believe this proposed drain meets the requirements for Urban Drain 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 November 28, 2016.


Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/pll

STATE OF INDIANA)
)
) ss:
COUNTY OF HAMILTON)

BEFORE THE HAMILTON COUNTY
DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN THE MATTER OF THE
RECONSTRUCTION OF THE
Grassy Knoll Drain

FINDINGS AND ORDER FOR RECONSTRUCTION

The matter of the proposed Reconstruction of the *Grassy Knoll Drain* came before the Hamilton County Drainage Board for hearing on *August 28, 2017*, 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 *Grassy Knoll Drain* 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



To: Hamilton County Drainage Board

Re: In the matter of the Grassy Knoll Arm, Cool Creek Drain Petition

Comes now the undersigned individuals, who petition the Hamilton County Drainage Board, per IC 36-9-27-54, for a new regulated drain. The undersigned believe the following:

1. They are owners of ten percent (10%) in acreage; or twenty five percent (25%) or more of the assessed valuation of the land that is outside the corporate boundaries of a municipality and is alleged by the petition to be affected by the proposed drain.
2. That as property owners within the drainage shed, they are qualified petitioners.
3. That they now desire that a regulated drain be established in Washington Township, which involves the following public roads; Grassy Branch Road and various areas surrounding these roads in the drainage shed.
4. The names and address of each owner affected by the proposed public drainage are attached hereto, made a part hereof, and marked Exhibit "A", which area of land involved in the proposed drainage area is located in section 31, township 19 north, range 4 east, Hamilton County, Indiana.
5. No other public lands or owners are located in the area which would affect improvement.
6. That the general route of the proposed drain is shown in the attached plan which is marked Exhibit "B" and made a part hereof.
7. That in the opinion of the Petitioner, the costs, damages, and expenses of the proposed improvement will be less than the benefits which will result to the owners of the land to be benefited thereby.
8. That in the opinion of the Petitioner, the proposed improvement will improve the public health; benefit a public highway; and be of public utility.
9. That the name of the attorney or spokesman representing petitioner in the drainage petition is Douglas Cramer who has an office at or whose address is 3301 Redbud Ct, Westfield, IN phone 317-753-3815
10. That Petitioners shall pay all the cost of notice and all legal costs if the petition is dismissed. These costs include but are not limited to engineering, appraisals, surveying and other costs associated with the proposed drain.
11. Petitioners shall post a bond, if required, to pay the cost of notice and all legal costs in the case the improvement is not established. These costs include but are not limited to engineering, appraisals, surveying and other costs associated with the proposed drain.

Signature	Printed Name	Printed Address
	Douglas Cramer - Grassy Knoll HOA Board	3301 Redbud Ct, Westfield 46074
	Andy Neustatter - Grassy Knoll HOA Board	3319 Redbud Ct. Westfield
	Bryan Morris - Grassy Knoll HOA Board	3359 Redbud Ct. Westfield, IN 46074
	DAVID S. COLLAR	3367 Redbud Ct.
	James Cristant	3304 Azalea Ct

KCW

IN THE MATTER OF THE GRASSY KNOLL DRAIN
HAMILTON COUNTY DRAINAGE BOARD



Come now the Boards of Public Works and Safety of the City of Westfield, who petition the Hamilton County

Drainage Board as follows:

1. They are the duly appointed Board of Public Works and Safety of the City of Westfield, Indiana.
2. That in that capacity they are responsible for the drainage of public highways.
3. That they now desire that a regulated drain be reconstructed in Washington Township which involves Grassy Branch Road and various areas surrounding the road in the drainage shed.
4. The names and address of each owner affected by the proposed public drainage are attached hereto, made a part hereof, and marked Exhibit "A", which area of land involved in the proposed drainage area is located in Sections 31 and 32, Township 19 north, Range 4 east, Hamilton County, Indiana.
5. No other public lands or owners are located in the area which would affect improvement.
6. That the general route of the proposed drain is as follows:
Beginning at the outlet for the pond within the Grassy Knoll subdivision run west through the existing pipes, open ditch and road culvert to the existing open ditch across tract 09-06-31-00-00-012.000, owned by Della J. Emerich, Trustee, Della J. Emerich Revocable Living Trust.
7. That in the opinion of the Petitioner, the costs, damages, and expenses of the proposed improvement will be less than the benefits which will result to the owners of the land to be benefited thereby.
8. That in the opinion of the Petitioner, the proposed improvement will benefit a public highway in Hamilton County, Indiana.
9. That the name of the attorney representing Petitioner in the drainage petition is Brian Zaiger, Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana, 46032.
10. That Petitioners shall pay the cost of notice and all legal costs if the Petition is dismissed.
11. Petitioner shall post a bond, if required, to pay the cost of notice and all legal costs in the case the improvement is not established.

Board of Public Works and Safety - City of Westfield Indiana

BY: [Signature]
Andrew Cook - Mayor

BY: [Signature]
Kate Snedeker

BY: [Signature]
Randell Graham

Attest: [Signature]
Cindy Gossard, Clerk Treasurer, City of Westfield

2016043752 MISC \$15.00
08/26/2016 10:32:09A 2 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, A Notary Public this 25 day of Aug 2016

[Signature]
Notary Public of Hamilton County

My Commission Expires:
Nov 19, 2016

FILED
FEB 18 2016

OFFICE OF HAMILTON COUNTY SURVEYOR

PDP-2016-00001
IN RE: The Obstruction of Private Drainage

HAMILTON COUNTY DRAINAGE BOARD

Comes now Grassy Knoll Property Owners' Association, Inc.

who petitions the Hamilton County Drainage Board, per IC 36-9-27.4, for removal of drainage obstruction(s). Petitioner, in support of the petition, advised the Board that:

1. Petitioner is the owner of tract 09-06-32-00-01-019.000 per the records of the Hamilton County Auditor and that said tract is upstream of a drainage obstruction within a private tile drain or a defined natural surface water channel, causing an adverse effect on petitioners tract.

2. An obstruction to drainage exists on the downstream tract owned by Della J. Emerich Revocable Living Trust which is listed on the Auditors Records as tract number 09-06-31-00-00-012.000 and whose address is shown as 17832 Grassy Branch, Westfield, IN 46074. Said obstruction is caused by a clog in the private drain with no outlet and is located on the private drain located on the property

3. The petitioner has requested in writing & sent return receipt requested to the above named downstream owner, to remove the obstruction and at this time the obstruction has not been removed. In support of this there is attached a copy of the letter requesting the removal of the obstruction with the original return receipt. It has been thirty (30) or more days since the receipt of the letter by the above downstream owner.

4. Petitioner has submitted a copy of the Auditors Tax Map showing location of drain; location of obstruction; drainage shed of drain; and size of drain if tiled.

5. Petitioner has submitted a list of owners within the drainage shed of the private tile or natural stream showing names of owners; owners address; parcel number; and acres in tract. All of this information is per the Auditors Record. Also included is the estimated acres benefited by the drain for each tract listed.

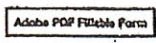
6. Petitioner believes that the obstruction was: (Mark One)
 Caused intentionally by the downstream owner
 Not caused intentionally by the downstream owner.

[Signature] 2/18/16
Signed Signed

Douglas A Cranor
Printed Grassy Knoll POA President Printed

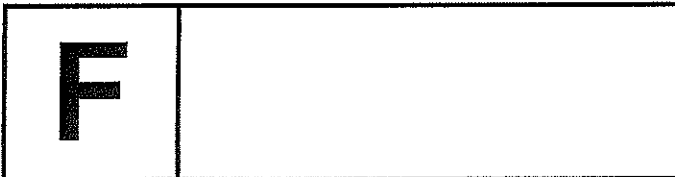
Phone Number(s) Address

\$50 filing fee required.
check 30029
pd #50.00 2/18/16
Eads Murray & Pugh, P.C.
9515 E. 59th St, Ste B
Indpls IN 46216
317-526-7565



EADS MURRAY & PUGH, P.C.
9515 E 59TH ST STE B
INDIANAPOLIS, IN 46216-1041

ELECTRONIC SCAN REQUIRED



USPS FIRST-CLASS MAIL®

EADS MURRAY & PUGH, P.C.
9515 E 59TH ST STE B
INDIANAPOLIS, IN 46216-1041



DELLA J. EMERICH, AARON BENNETT
TRUSTEE OF THE DELLA J. EMERICH REVOCABLE LIVING
TRUST
17832 GRASSY BRANCH RD
WESTFIELD, IN 46074-8119

USPS TRACKING



9200 1901 0661 5400 0075 0438 90

Electronic Rate Approved #901066154

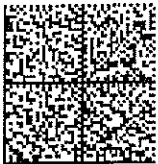
Attention Carrier on Route #R006

This piece is being monitored for
Delivery and Scanning accuracy



First Class Mail®

Non-Machinable Parcel



Staff Report

February 7, 2017

Re: Grassy Knoll Subdivision Downstream Offsite Drainage

Notes:

The purpose of this report is to give background information to the Drainage Board concerning the jurisdiction, review and impacting events that occurred during the planning and construction of Grassy Knoll subdivision. The purpose is also to correct some statements made in error during the November 28, 2016 Drainage Board meeting regarding jurisdiction – namely, that Westfield did not have jurisdiction during the planning stages of Grassy Knoll subdivision, the problem was not the responsibility of Westfield to correct, and the problem is the responsibility of Hamilton County to correct.

Background – When the Grassy Knoll subdivision was proposed, I served as the Plan Reviewer representing Hamilton County and was a member of the Westfield - Washington Township Technical Advisory Committee (Westfield TAC) from 1990 - 2002. Prior to 1990, the file contains 1988 comment letters for Silver Lakes subdivision from Jerry Liston and Kent Ward.

There were four proposed projects that impacted the drainage planning for this area, three of which were permitted and constructed:

- Grassy Knoll, Sec. 1
- Silver Lakes, Sec. 3 (not constructed)
- Westfield – Washington School District / Washington Woods Elementary School
- Private Residence

Planning & Zoning Jurisdiction – The Grassy Knoll subdivision project, Silver Lakes subdivision, the Westfield – Washington School project and the existing residence were ALL projects that were submitted under the planning and zoning jurisdiction of the Town of Westfield. The Town of Westfield was the point of origin for these projects. Grassy Knoll went through the approval processes of the following: The Westfield BZA, Plan Commission and Town Council. The school went through similar processes. The Town issued Improvement Location Permits (ILP) which authorized construction of those projects. The Town issued a building permit for the private residence.

Annexation – The area affecting Grassy Knoll subdivision was annexed into the Town of Westfield on 3/8/1993. The area annexed included the parcel for Grassy Knoll subdivision, and also took in the parcels on both sides of Grassy Branch Road. On the west, this annexation extended to the centerline of the Wheeler & Beals Drain, then south to SR32.

Platting – Grassy Knoll, Sec. 1 was platted on 8/10/1993. The Secondary Plat was approved by the Town of Westfield.

Relationship to the Regulated Drain – Because the site was annexed and therefore under the jurisdiction of the Town of Westfield, the subdivision storm sewers were not required to become Hamilton County Regulated Drain. Per Surveyor's policy for Washington Township, if a subdivision's site was not

annexed, the storm sewer system would have been required to petition to be regulated. If not annexed, the subdivision's drainage would have been part of Hamilton County's drain maintenance program. However, the Town selected to annex, so the maintenance responsibility for the storm system fell under the jurisdiction of the Town.

The Hamilton County Surveyor's Office reviewed Grassy Branch subdivision for the project's impact on the Wheeler & Beals Regulated Drain (now called Cool Creek Drain). This involved requiring detention per approved release rates to mitigate against negative downstream drainage impacts, including flooding. The project is located within the watershed of the Regulated Drain and therefore was required to apply for an Outlet Permit for an indirect outlet. The engineer submitted detail construction plans and drainage calculation which were reviewed pursuant to approval of the Outlet Permit.

Grassy Knoll and Silver Lakes Drainage – When this area was being developed, the proposals designed for residential single-family development on both side of Grassy Branch Road. The names for the proposed development were Grassy Knoll subdivision, located on the east side of Grassy Branch Road and Silver Lakes subdivision, located on the west side. Under the original plans, storm systems were designed with storm water detained in detention ponds and piped to Cool Creek. The first section ready for construction was Grassy Knoll, Sec. 1, which provided detention for that section. Since approved plans included development on both sides of Grassy Branch Road, Grassy Knoll Sec. 1 was allowed to discharge water from the detention area into an existing culvert. The water would then flow via an existing swale located on the south end of the parcel which flowed west to the creek. This route on the west side of Grassy Branch Road was considered a temporary route, since construction plans were submitted and approved for Silver Lakes, Sec. 3, which designed a 36" storm pipe to convey storm water from Grassy Knoll, through Silver Lakes and outlet into Cool Creek.

Change to the Overall Development – During this time, the Westfield Washington High School 1995 Building Corp. proceeded to purchase 50.17 acres of the parcel west of Grassy Branch Road that was previously designed for part of Silver Lakes subdivision. This purchase left a smaller 9.22 acre parcel on the south side of the school. Instead of developing the remaining 9.22 acres into a smaller Silver Lakes subdivision, part of which was floodplain, the owner decided to build a single house on the parcel. The offsite swale for Grassy Knoll, Sec. 1 was located on this remaining 9.22 acre parcel. The address for this parcel is 17832 Grassy Branch Road, parcel # 09-06-31-00-00-012.000. The developer / owner of Silver Lakes was Sonny Emerich. The parcel is currently under the ownership of Della J Emerich, Trustee Della J Emerich Revocable Living Trust.

Onsite Meeting -- When the house was built in 1996-97, a driveway was installed that crossed the swale. In addition, a portion of the swale was rerouted further south. Out of concern for the offsite drainage route from the subdivision across the private parcel, I met onsite with several people, including representatives of the Town of Westfield and the owner. At that meeting, we discussed concerns regarding the swale, the driveway crossing and long-term maintenance, since the site was no longer going to be developed and the planned Silver Lakes storm system was not going to be installed. At this meeting I discussed that the owner could petition to make the swale regulated drain. However, this was declined. As memory serves, I believe the owner stated he was not interested in having an easement on his property or having drain maintenance performed by others on his property, opting rather to maintain the swale himself. Also, at that time, the Wheeler & Beals Drain (Cool Creek) was not set up on a maintenance program and did not have an annual assessment.

Permitting Opportunities – The Town of Westfield had three permitting opportunities for a solution to adequately deal with the Grassy Knoll offsite drainage.

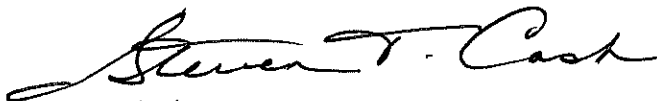
- The first occurred during the planning/permitting of Grassy Knoll Subdivision, Sec. 1. When permitted, a temporary swale was allowed. At the time, the projects on both sides of the road were designed and awaiting construction.
- The second opportunity occurred when the Town issued the building permit for the house. When the house permit was issued, it was known that Silver Lakes was no longer moving forward. During this time, concerns were raised and discussed onsite. The approach taken was that the owner, who at the time was considered to be the most likely person to suffer damage, accepted the water coming from Grassy Knoll and would maintain the swale.
- A third opportunity, the new school, might have tied the planning for the school to the offsite drainage swale on the original parcel. The parcel split for the school project resulted in the school taking the ground north of the culvert, situated on higher ground. The swale downstream of Grassy Knoll did not pass through the school, but drained through the private parcel to the south. Therefore, it was not considered part of the school project.

In retrospect, had an easement covering the offsite swale allowing for maintenance been required by the Town as a condition for any of the three permitted projects, the swale could have been maintained.

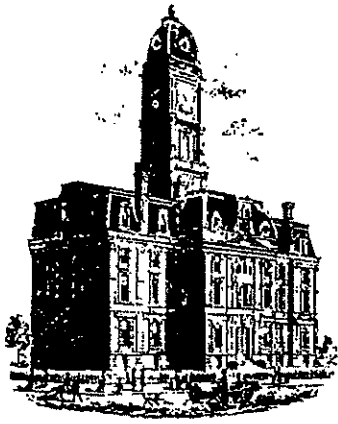
In summary --

- The Town of Westfield had planning, zoning and engineering jurisdiction for Grassy Knoll subdivision throughout the planning, zoning, annexation and construction phases of the project.
- The site was annexed into the Town of Westfield, making the subdivision's drainage design, inspection and maintenance of facilities the responsibility of the Town of Westfield.
- The storm system for Grassy Knoll is not Hamilton County Regulated Drain and is therefore not under the maintenance responsibility of Hamilton County. The parcels in Grassy Knoll are not assessed as a regulated drain subdivision. During the planning phases of the project, the Surveyor's Office reviewed and permitted the storm water discharge from Grassy Knoll subdivision, which makes an indirect outlet within the watershed of the Wheeler & Beals Regulated Drain. The discharge rates complied with the published requirements of the Hamilton County Surveyor. The Surveyor's Office was responsible for the inspection of the outlet to the Wheeler & Beals Regulated Drain (Cool Creek) in pursuance of the Outlet Permit.

Respectfully submitted,



Steve Cash
Plan Reviewer
Hamilton County Surveyor's Office



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

To: Hamilton County Drainage Board

February 26, 2016

Re: Grassy Knoll Property Owner's Association Private Drain Petition

On February 18, 2016 an Obstruction of Private Drainage Petition was received by the Hamilton County Surveyor's Office. The petition was filed by Grassy Knoll Property Owner's Association PO box 1706, Carmel, IN 46082. The petition was in proper form and all required information was submitted.

The petition identifies the obstruction being located on the downstream property located at 17832 Grassy Branch Road, Parcel # 09-06-31-00-00-012.000. The property owner of record for this parcel is Emerich, Della J. Trustee Della J. Emerich Revocable Living Trust.

The obstruction is identified as being an open drain or natural surface watercourse that is silted in and is in need of dredging and clearing to allow the outlet of the retention pond of the Grassy Knoll Property Owner's Association to drain properly. The petitioner has indicated that they believe that the obstruction was not caused intentionally by the downstream landowner.

The private natural surface watercourse is approximately 912 feet in length to the confluence with the Wheeler and Beals Regulated Drain. The open channel begins at the west end of a culvert under Grassy Branch Road and continues south and west through Emerich property to the Wheeler and Beals Regulated Drain.

The Hamilton County Surveyor's Office has made a preliminary investigation of the alleged obstruction and it does appear that an obstruction does exist as stated in the petition.

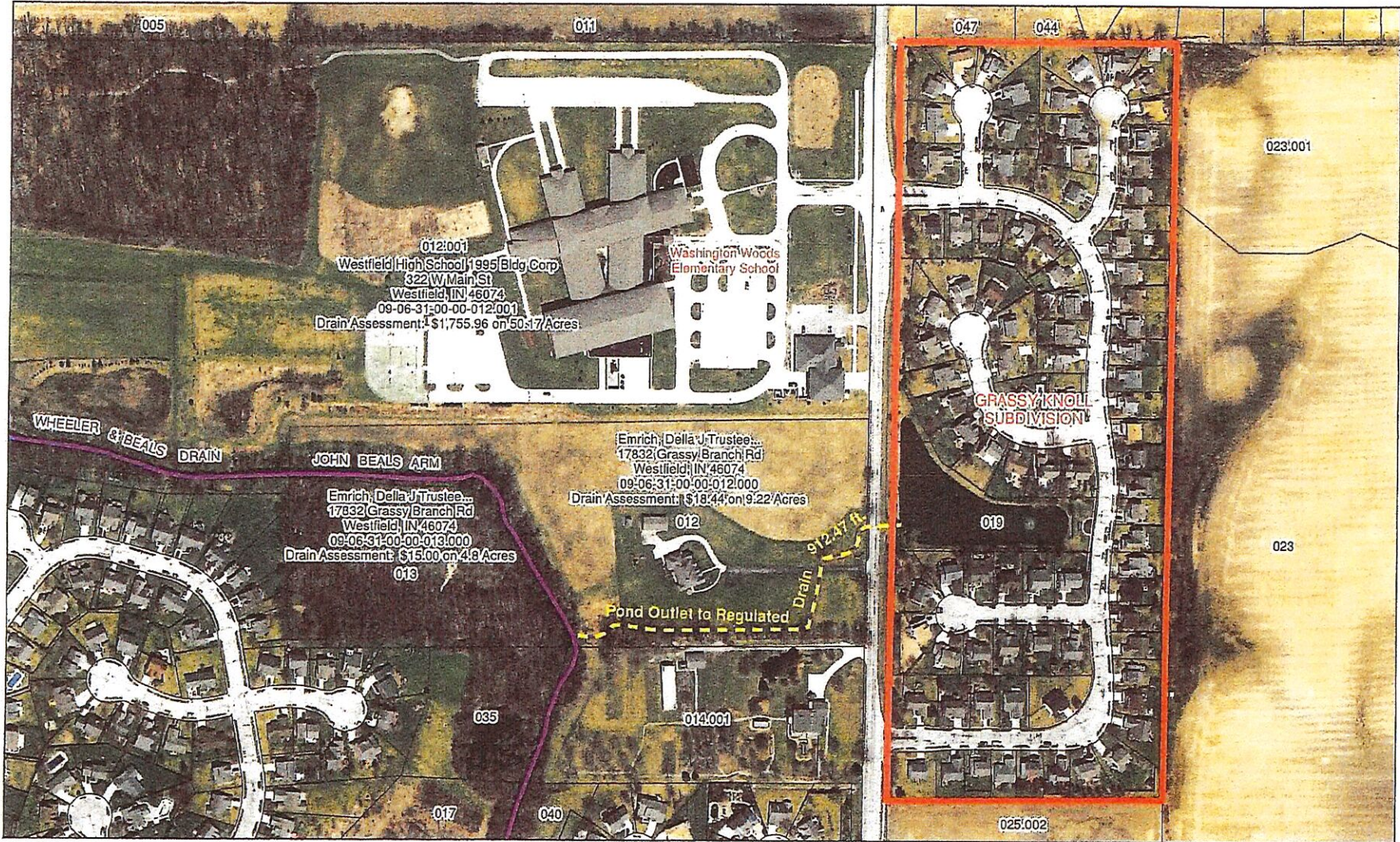
A notice of entry has been sent to the downstream landowner so a more thorough investigation can be made once the Board requests the Surveyor to investigate as per I.C. 36-9-27.4-12, (a)(2).


Submitted by:

Andrew D. Conover
Inspector

Grassy Knoll Subdivision Offsite Drainage to Wheeler & Beals Drain

A part of the Cool Creek Regulated Watershed #345




 Printing Date: 2/2/2016
 Prepared By: Darren Wilson, GISP
 Hamilton County Surveyor's Office
 One Hamilton County Square, Ste 185
 Noblesville, IN 46060
 317-770-6455
 Aerial Photography Acquired: Spring 2015



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

To: Hamilton County Drainage Board

March 22, 2016

Re: Update –Grassy Knoll Obstruction of Private Drainage Petition

On February 18, 2016 an Obstruction of Private Drainage Petition was received by the Hamilton County Surveyor's Office. The petition was filed by Grassy Knoll Property Owner's Association PO box 1706, Carmel, IN 46082. The petition was in proper form and all required information was submitted.

The petition identifies the obstruction being located on the downstream property located at 17832 Grassy Branch Road, Parcel # 09-06-31-00-00-012.000. The property owner of record for this parcel is Emerich, Della J. Trustee Della J. Emerich Revocable Living Trust. On March 22, 2016 an inspection was made of the area at the properties of the petitioner's property at 20484 Horton Road, and on the downstream properties in the petition.

The obstruction is identified as being an open drain or natural surface watercourse that is silted in and is in need of dredging and clearing to allow the outlet of the retention pond of the Grassy Knoll Property Owner's Association to drain properly. The petitioner has indicated that they believe that the obstruction was not caused intentionally by the downstream landowner.

On March 22, 2016 an inspection was made of the Retention Pond at the Grassy Knoll Subdivision and of the downstream channel from the outlet of the retention pond to the confluence with the Wheeler and Beals Regulated Drain.

The retention pond outlet discharges from a 24 inch diameter corrugated metal pipe on the west side of Grassy Branch Road into an open channel located on the parcel owned by the Della J. Emerich Revocable Living Trust. The open channel continues in a general southerly and westerly direction approximately 140 feet to a 24 inch diameter reinforced concrete pipe under a driveway. After crossing under the driveway the open channel continues south for approximately 120 feet and then turns to the west where it continues in a westerly direction for approximately 525 feet to the Wheeler and Beals Drain.

The investigation found that the open channel is full of Cattails and sediment from the outlet at the west side of Grassy Branch Road to the driveway crossing. Water is being held back in the outlet pipe approximately one half the pipe diameter. The channel downstream of the driveway crossing is

silted in and at one point is nearly non-existent as a defined channel. Approximately 75 feet from the Wheeler and Beals an 18 inch steel pipe has been placed in the ditch as a crossing. Aerial photos indicate that this crossing was installed 2006 to 2007 in conjunction with the installation of sanitary sewers.

It does appear that an obstruction of a natural surface water course does exist as set forth in the petition filed by Grassy Knoll Property Owner's Association.

Per IC 36-9-27.4 Sec. 12 it is requested that the Drainage Board Set a Hearing date for this petition for April 25, 2016. Notice of the hearing will be sent to the affected parties.

Submitted by:

A handwritten signature in cursive script, appearing to read "Andrew D. Conover".

Andrew D. Conover
Inspector
Hamilton County Surveyor's Office

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Della J. Emerich
7832 Grassy Branch Rd.
Westfield, IN 46074

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Della J. Emerich Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

WARD

Natural Surface Watercourses

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Article Numbr
(Transfer from) 7004 1350 0001 5145 5173

Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

It be held by the Hamilton County Drainage Board in the Commissioner's Court located in the Hamilton County Judicial Center, One Hamilton County Square, on April 25, 2016 at 9:00 A.M.

A petition alleging a drainage obstruction in a mutual drain or natural surface watercourse has been filed with the Hamilton County Drainage Board. The alleged obstruction exists on property which is listed on the Auditor's Records as Tax Parcel #09-06-31-00-00-012.000 being owned by Della J. Emerich Trustee Della J. Emerich Revocable Living Trust and whose address is shown as 17832 Grassy Branch Rd, Westfield, IN 46074 and said parcel is located in Section 31, Township 19 North, Range 4 East.

At the hearing the Hamilton County Drainage Board may assess the cost of removing the obstruction against the owner of the land where the obstruction exists as well as other properties that may benefit from the drain. In the event they fail to appear, the costs of removing the obstruction can be assessed in their absence.

Hamilton County Drainage Board
One Hamilton County Square, Ste. 188
Noblesville, IN 46060
(317) 776-9627

OFFICE OF
HAMILTON COUNTY DRAINAGE BOARD

Notice of Hearing for Removal of Obstructions in Mutual Drains & Natural Surface Watercourses

Della J. Emerich
17832 Grassy Branch Rd.
Westfield, IN 46074

You are hereby notified that as per Indiana Code 36-9-27.4 a hearing will be held by the Hamilton County Drainage Board in the Commissioner's Court located in the Hamilton County Judicial Center, One Hamilton County Square, on April 25, 2016 at 9:00 A.M.

A petition alleging a drainage obstruction in a mutual drain or natural surface watercourse has been filed with the Hamilton County Drainage Board. The alleged obstruction exists on property which is listed on the Auditor's Records as Tax Parcel #09-06-31-00-00-012.000 being owned by Della J. Emerich Trustee Della J. Emerich Revocable Living Trust and whose address is shown as 17832 Grassy Branch Rd, Westfield, IN 46074 and said parcel is located in Section 31, Township 19 North, Range 4 East.

At the hearing the Hamilton County Drainage Board may assess the cost of removing the obstruction against the owner of the land where the obstruction exists as well as other properties that may benefit from the drain. In the event they fail to appear, the costs of removing the obstruction can be assessed in their absence.

Hamilton County Drainage Board
One Hamilton County Square, Ste. 188
Noblesville, IN 46060
(317) 776-9627

UNITED STATES POSTAL SERVICE
IN 460
09 APR '16
PMS L

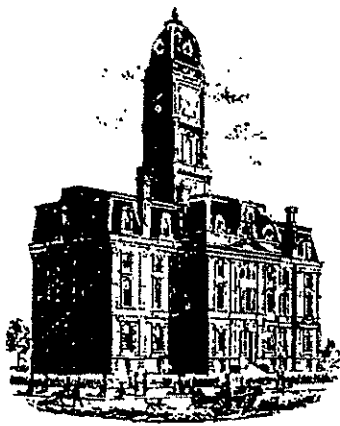


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Hamilton County Surveyor's Office
One Hamilton County Square Suite 188
Noblesville, IN 46060

0255338
PDP-2016-00001



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

To: Hamilton County Drainage Board

April 20, 2016

Re: Grassy Knoll Obstruction of Private Drainage Petition

On February 18, 2016 an Obstruction of Private Drainage Petition was received by the Hamilton County Surveyor's Office. The petition was filed by Grassy Knoll Property Owner's Association PO box 1706, Carmel, IN 46082. The petition was in proper form and all required information was submitted.

The petition identifies the obstruction being located on the downstream property located at 17832 Grassy Branch Road, Parcel # 09-06-31-00-00-012.000. The property owner of record for this parcel is Emerich, Della J. Trustee Della J. Emerich Revocable Living Trust.

The obstruction is identified as being an open drain or natural surface watercourse that has silted in and is in need of dredging and clearing to allow the outlet of the retention pond of the Grassy Knoll Property Owner's Association to drain properly. The petitioner has indicated that they believe that the obstruction was not caused intentionally by the downstream landowner.

The Grassy Knoll subdivision retention pond outlet discharges from a 24 inch diameter corrugated metal pipe on the west side of Grassy Branch Road into an open channel located on the parcel owned by the Della J. Emerich Revocable Living Trust. The open channel continues in a general southerly and westerly direction approximately 140 feet to a 24 inch diameter reinforced concrete pipe under a driveway. After crossing under the driveway the open channel continues south for approximately 120 feet and then turns to the west where it continues in a westerly direction for approximately 525 feet to the Wheeler and Beals Drain.

On March 22, 2016 an inspection was made of the Retention Pond at the Grassy Knoll Subdivision and of the downstream channel from the outlet of the retention pond to the confluence with the Wheeler and Beals Regulated Drain on the Emerich property at 17832 Grassy Branch Road.

The investigation found that the open channel is full of Cattails and sediment from the outlet of the pipe at the west side of Grassy Branch Road to the driveway crossing. Water is being held back in the outlet pipe approximately one half the pipe diameter. The channel downstream of the driveway crossing is full of grass and leaves and at one point is nearly non-existent as a defined channel. Approximately 75 feet from the Wheeler and Beals an 18 inch steel pipe has been placed in the ditch as a crossing. Aerial photos indicate that this 18" crossing pipe was installed 2006 to 2007 in conjunction with the installation of sanitary sewers.

It does appear that an obstruction of a surface water course does exist as set forth in the petition filed by Grassy Knoll Property Owner's Association.

The historical background of this channel can be traced back to 1992-1993. In 1993 a subdivision named Silverlakes Section 3 was proposed at the location of the Emerich property at 17832 Grassy Branch Road. From information found in the development files for the Grassy Knoll subdivision from 1993 and for the proposed Silverlakes Section 3 subdivision in 1993, the discharge from the Grassy Knoll subdivision was originally to be accepted on the west side of Grassy Branch Road on the Silverlakes Section 3 / Emerich property into a 36" reinforced concrete pipe and conveyed in the pipe to discharge into the Wheeler & Beals Regulated Drain.

Due to the Grassy Knoll subdivision being constructed before the Silverlakes Section 3 a temporary channel was installed on the Silverlakes Section 3 / Emerich property until the development of Silverlakes Section 3 and the installation of the 36" RCP. However, the proposed Silverlakes Section 3 was not constructed and the 36" RCP was never installed. It is unknown to this office why the Silverlakes Section 3 development was not constructed. From aerial photographs it does appear the between 1996 and 1998 the channel was relocated on the Emerich property when the current residence was built.

Submitted by:



Andrew D. Conover
Inspector
Hamilton County Surveyor's Office

Grassy Knoll Private Drain Petition
Hearing Date April 25, 2016

Emerich, Della J.
17832 Grassy Branch
Westfield, IN 46074

Armour Property Management
P.O. Box 1706
Carmel, IN 46082

Eads Murray & Pugh
9515 E 59th St.
Indianapolis, IN 46216



FILED

MAR 10 2017

OFFICE OF HAMILTON COUNTY SURVEYOR

JOE DUEPNER

136 S 9th St. Suite 207
Noblesville IN 46060
(P) 317.450.0044
(F) 888.470.1795
joe@duepnerlaw.com

Date : 3/8/2017

Our Client: Della J. Emerick Revocable Trust
17832 Grassy Branch Rd.
Westfield, IN 46074

Proposed Easement

To: Kenton Ward
One Hamilton County Square Suite 188
Noblesville IN 46060,

Dear Mr. Ward.

This letter is in reference to a letter received from your office regarding a proposed easement at the property commonly known as 17832 Grassy Branch Rd. Westfield IN 46074. ("Property") The Della J. Emerick Revocable Trust ("Trust") owns the said property and the trustee, Aaron Bennett, as Power of Attorney over the trustee of the Trust, is authorized to resolve this matter. This law firm represents Aaron Bennett in his POA capacity as trustee.

Per your letter, it appears that the neighboring community is experiencing a drainage issue which you attribute to an obstructed private drain on the Property. My client wishes to help resolve the issue and maybe willing to accommodate your request for a permanent and temporary easement. However, in your line of work, hopefully you would understand that an outright grant of an easement of this size to the Property would diminish the Fair market value to an extent that can later be determine. The size of the proposed easement in itself also has raised some concern. With that said, we would propose two options.

1. Upon execution of a written Agreement specifying all details prepared by your office, my client would grant you a one-time limited access to the property for a time period sufficient to make the necessary repairs.

2. If you are wanting to pursue the formal easement, please provide us an offer of compensation for the grant of such easement based upon an independent appraisal. Please feel free to contact this office to discuss.

Best Regards,
DUEPNER LAW LLC

/s/ **Joe Duepner**
Joe Duepner
Attorney At Law

HOWARD & ASSOCIATES
Attorneys for Hamilton County, Indiana
and the City of Noblesville
694 Logan Street, Noblesville, Indiana 46060
(317) 773-4212

MICHAEL A. HOWARD
howardma@aol.com

DARREN J. MURPHY
darren.murphy.attorney@outlook.com

May 5, 2017

Mr. Joe Duepner
Duepner Law, LLC
136 S. 9th Street
Suite 207
Noblesville, IN 46060

Re: Petition of Grassy Knoll Property Owners Association and
Della J. Emerick Real Estate

Dear Mr. Duepner:

This letter is in response to your letter of March 8, 2017, which was a response to the request for a drainage easement from your client.

The acquisition of a permanent drainage easement is just a small portion of the entire problem associated with drainage across your client's land. As a bit of background, your client's family was initially the owners of a tract of land that is presently developed as the Grassy Knoll Subdivision, the Washington Woods Elementary School, plus the residence built on your client's property. The Grassy Knoll Subdivision was built in the 1990's, and the discharge from the subdivision detention pond was collected and piped under the road to flow west toward the Cool Creek Regulated Drain. At that time, your client's family had prepared a plat and was anticipating the construction of Section 3 of the Silver Lakes Subdivision on what is now the residential property.

When Westfield Schools purchased the northern ground for a school, your client's family decided to eliminate the Section 3 of Silver Lakes Subdivision. The plans for the Silver Lakes Subdivision included an underground stormwater system which would have conveyed the stormwater from the eastside of Grassy Branch Road through your client's property to Cool Creek.

When the plan for Section 3 was abandoned in the mid 1990's, there was a question of how the stormwater would go across the residential property. In an onsite meeting, which included a member of the Surveyor's Office, two gentlemen, both of who are members of the Emerick Family, stated that they were going to redo the ditch in a more serpentine manner, pipe the ditch under the driveway, and be responsible for maintaining the ditch to accept the water from the subdivision. I enclose a copy of the map of the area for your reference.

Since the construction of the ditch, the drainage across your client's property has continued to deteriorate. Therefore, on February 18, 2016, the Grassy Knoll Property Owner's Association filed a Petition to the County Drainage Board to remove the obstruction to flow across your client's property. A copy of that Petition, proof of mailing to your client, and other relevant documents are enclosed. We also enclose photographs of the condition of the drainage swale.

This Petition was brought pursuant to Indiana Code 36-9-27.4. This statute creates a prescriptive drainage easement across property for water from an upstream landowner. In Section 4 of the statute, an obstruction is defined as a condition that prevents, or significantly impedes, the flow of water through the drain and "obstruction" includes the presences of a quantity of materials inside and near the drain.

The hearing was held on the Petition on April 25, 2016, as originally noticed. Neither your client nor any representative appeared at the hearing. In addition, there was an open issue as to whether the obstruction had been created intentionally. There was also a discussion of whether the ditch should be made a regulated drain pursuant to Indiana Code 36-9-27. Therefore, the issue was tabled.

With this letter, we are placing you and your client on notice that the hearing has been set to reconvene at 9:30 am on May 22, 2017, before the Hamilton County Drainage Board. The hearing will be held on the first floor of the Hamilton County Government and Judicial Center located on the west side of 8th Street on the city square.

Since the initial hearing, the Surveyor's Office has done field survey work to determine what needed to be in order to open the drain. Essentially the pipe under client's drive was installed too high. It is slightly higher than the outlet pipe under Grassy Branch Road. Therefore, the discharge from the Grassy Branch detention pond has ponded upstream from the driveway culvert. This ponding has resulted in the settlement of sedimentation from the standing water. After the water goes under your client's driveway, there is essentially no slope to the ditch, resulting in the ditch filling in with material.

At the May 22nd hearing, the Board will determine, based on the evidence which was heard in 2016; the minutes of which are provided for your information; and any additional evidence, whether there is an obstruction which significantly impedes the flow of water through the drain. I believe the uncontradicted evidence will show this is the case. In that event, the question will be whether the obstruction was created intentionally or occurred naturally. Obviously, the Emerick Family or their contractors knew, or should have known, that the ditch and culvert which they constructed would ultimately fail due to the sedimentation in the ditch.

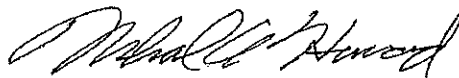
Based on this fact, the Board may find that the obstruction occurred intentionally. If the Board makes that finding, it may order the obstruction removed by your client. If it is not removed, the Board, and its contractors, would have a right of entry onto the land under Indiana Code 36-9-27.4-25 to remove the obstruction. This will require substantial excavation in the ditch and replacement of the pipe under the driveway.

Your client received a request for the easement as part of the Drainage Board's attempt to evaluate whether to use the obstruction statute of Indiana Code 36-9-27.4, or to obtain an easement across your client's property for a permanent regulated easement pursuant to Indiana Code 36-9-27-33. The advantages and disadvantages of the two alternatives are as follows:

- a. The establishment of a regulated easement, would spread the cost of the reconstruction over all of the properties benefitted by the reconstruction. The cost of that reconstruction is estimated to be approximately \$100,000 and about \$3,900 of that would be assessed against your client as the owner of 3.96% of the entire area. The reconstruction would include lowering and replacing the conveyance structure under your client's driveway, creating a ditch with enough fall to reduce sedimentation in the ditch. Should the ditch become clogged at a subsequent date, the Hamilton County Surveyor, acting on behalf of the Drainage Board, would be responsible to have the County's contractor clean the ditch. This maintenance cost would be paid from the maintenance fund for the entire watershed.
- b. I understand your client would like payment for the easement and damages to the residue. However, this problem is the result of the condition of the mutual drain which your client's predecessor constructed. The Board does not intend to pay substantial damages to a property owner, whose failure to properly construct and maintain the ditch, is the cause of this problem.
- c. If the permanent easement is granted, the Board may elect to move forward with the reconstruction. If not, they have no alternative but to move forward under the removal of obstruction statute described above. In that case:
 1. There will be no compensation for the right of entry onto the property. The statute grants that right to remove the obstruction without compensation. See Indiana Code 36-9-27.4-25;
 2. After the ditch is excavated, the problem will continue, due to the lack of slope in the design of the ditch. This will result in future obstruction petitions; and
 3. Your client and its successors in title could be ordered to complete the work and pay the costs of the removal each time a problem arises.

I look forward to attempting to resolve this issue. If not, the hearing will move forward on May 22nd as described above.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael A. Howard". The signature is fluid and cursive, with the first name being the most prominent.

Michael A. Howard, Attorney
Hamilton County Drainage Board

EADS MURRAY & PUGH, P.C.

Attorneys at Law
9515 E. 59th Street, Suite B
Indianapolis, IN 46216
Telephone: (317) 536-2565
Fax: (317) 536-2568

www.IndianaHOALaw.com

December 3, 2015

Della J. Emerich, Trustee of the Della J. Emerich Revocable Living Trust
Aaron Bennett
17832 Grassy Branch
Westfield, IN 46074



Sent Certified Mail:

Re: Action Requested - Resolve Clogged Privately-Owned Drainage Ditch

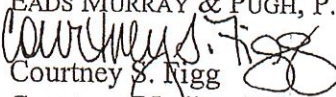
Dear Ms. Emerich and Mr. Bennett:

We represent the Grassy Knoll Property Owners' Association, Inc. (hereafter "Association"). The Association's Board of Directors has asked us to contact you regarding a private drain located on your property at 17832 Grassy Branch, Westfield, IN 46074 (hereafter "Property").

The private drain located on your Property, which is downstream from the Association's drainage system, is clogged and is causing more than normal erosion in the Association's pond. The clog is also preventing the Association from installing necessary rip rap around its pond. The Association has discussed this situation numerous times with the City of Westfield and Hamilton County, and both the city and county have no jurisdiction to resolve the clogged private drain on your Property.

Thus, please consider this letter the Association's formal request that you remove the obstruction from your private drain within thirty (30) days. If the obstruction is not removed from the drain on the Property within thirty (30) days, or we do not hear from you in response to this letter, the Association may advise us to file a petition with the Hamilton County Drainage Board to seek its assistance in resolving the drainage obstruction with you.

Thank you for your prompt attention to this matter. Please contact me with any questions.

Sincerely,
EADS MURRAY & PUGH, P.C.

Courtney S. Rigg
Courtney@IndianaHOALaw.com

Hamilton County, Indiana

Ownership, Transfers, Deductions & Credits

Disclaimer:

The information available through this program is current as of December 1, 2015 .

This program allows you to view and print certain public records. Each report reflects information as of a specific date; so the information provided by different reports may not match. All information has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. It may not reflect the current information pertaining to the property of interest.

County Parcel No: 09-06-31-00-00-012.000	State Formatted Parcel No: 2906-31-000-012.000-015
Property Address: 17832 Grassy Branch Rd Westfield, IN 46074	Deeded Owner: Emerich, Della J Trustee Della J Emerich Revocable Living Trust Owner Address: 17832 Grassy Branch Westfield , IN 46074
Legal Description: Acreage 9.22 Section 31, Township 19, Range 4	
Section/Township/Range: 31/19/4	
Subdivision Name:	
Subdivision Section:	
Deeded Acres: 9.22	
Political Township: Washington	
Lot Number(s):	
Transfer History:	
The Recorded Date might be due to a variety of changes; such as annexation, right-of-way, split, or deed.	
Recorded Date: 7/31/2002	
Check the Transfer History Report for details.	
Current Deductions and Credits:	
See all Current Deductions and Credits for this property	
Status of Homestead Verification Form: Homestead Verification Form Submitted By: Della Jean Emerich	
Approved by Auditor on: 12/12/2012	



USPS Tracking®



[Customer Service >](#)
Have questions? We're here to help.



[Get Easy Tracking Updates >](#)
Sign up for My USPS.

Tracking Number: 92001901066154000075043890

Expected Delivery Day: Monday, December 7, 2015

Product & Tracking Information

Available Actions

Postal Product:

First-Class Package Service

Features:

USPS Tracking™

December 7, 2015, 3:46 pm **Delivered, In/At Mailbox** **WESTFIELD, IN 46074**

December 7, 2015, 5:04 am	Arrived at Post Office	WESTFIELD, IN 46074
December 5, 2015, 11:26 am	Departed USPS Facility	INDIANAPOLIS, IN 46241
December 5, 2015, 2:46 am	Arrived at USPS Facility	INDIANAPOLIS, IN 46241
December 5, 2015, 1:31 am	Accepted at USPS Origin Sort Facility	INDIANAPOLIS, IN 46216
December 3, 2015	Pre-Shipment Info Sent to USPS	

Track Another Package

Tracking (or receipt) number

92001901066154000075043890

[Track It](#)

Manage Incoming Packages

Track all your packages from a dashboard. No tracking numbers necessary.

[Sign up for My USPS >](#)



HELPFUL LINKS

[Contact Us](#)
[Site Index](#)
[FAQs](#)

ON ABOUT.USPS.COM

[About USPS Home](#)
[Newsroom](#)
[USPS Service Updates](#)
[Forms & Publications](#)
[Government Services](#)
[Careers](#)

OTHER USPS SITES

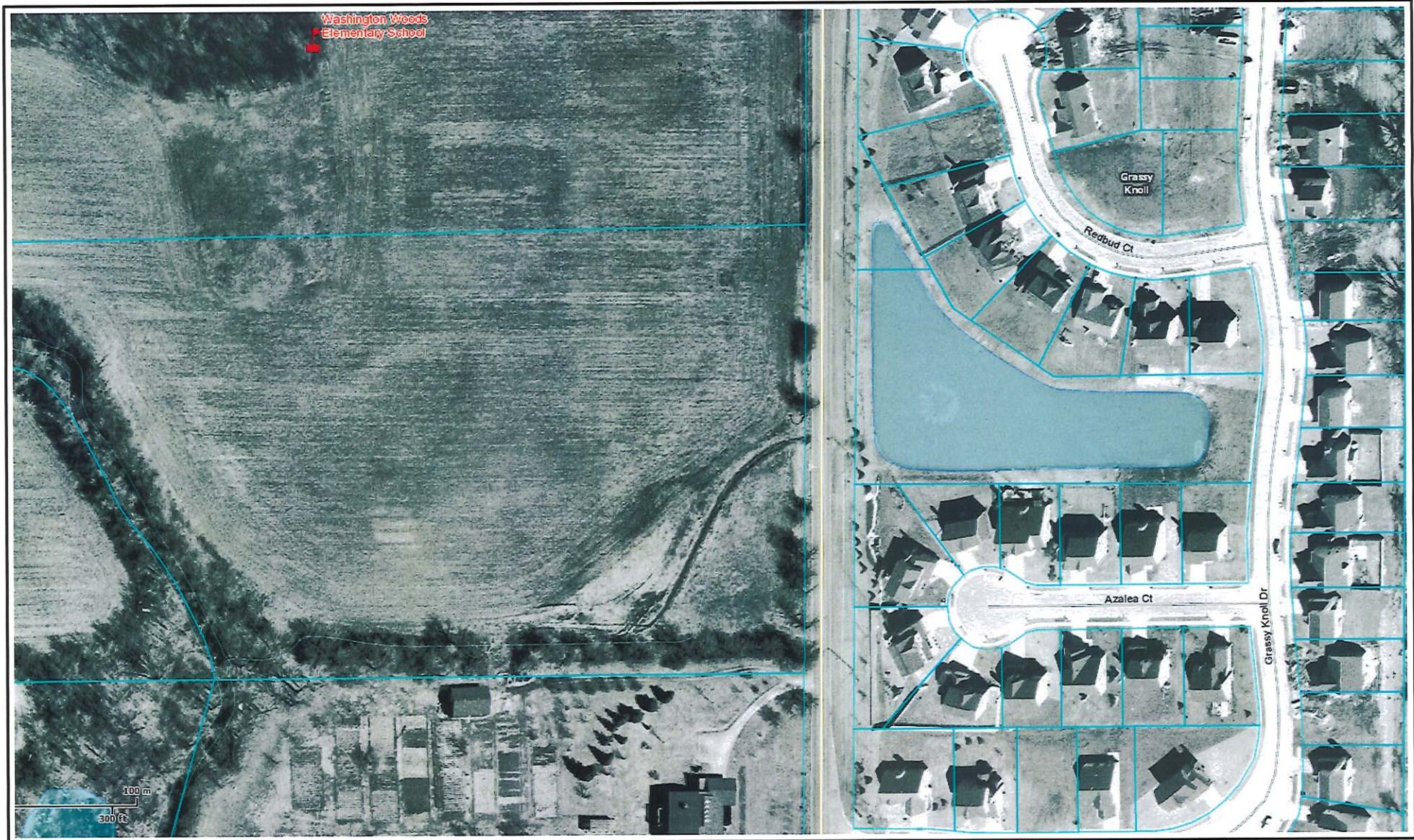
[Business Customer Gateway](#)
[Postal Inspectors](#)
[Inspector General](#)
[Postal Explorer](#)
[National Postal Museum](#)
[Resources for Developers](#)

LEGAL INFORMATION

[Privacy Policy](#)
[Terms of Use](#)
[FOIA](#)
[No FEAR Act EEO Data](#)

Copyright © 2016 USPS. All Rights Reserved.

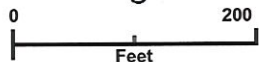
Search or Enter a Tracking Number



Grassy Knoll Subd & Emerich Parcel

1996 Aerial Photo

Printed: Feb 07, 2017



The information on this web site is provided and hosted by Hamilton County, Indiana. Continued use of this web site is conditional upon your explicit acceptance of the terms and conditions set forth in this disclaimer document. The data provided herein may be inaccurate and/or out of date. Any person or entity who relies on this data for any purpose whatsoever does so solely at their own risk. Neither Hamilton County Indiana nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind. Hamilton County may elect to discontinue this service without notice at any point in the future.

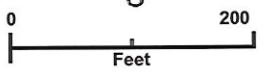
County of
Hamilton
Indiana
www.hamiltoncounty.in.gov



Grassy Knoll Subd & Emerich Parcel

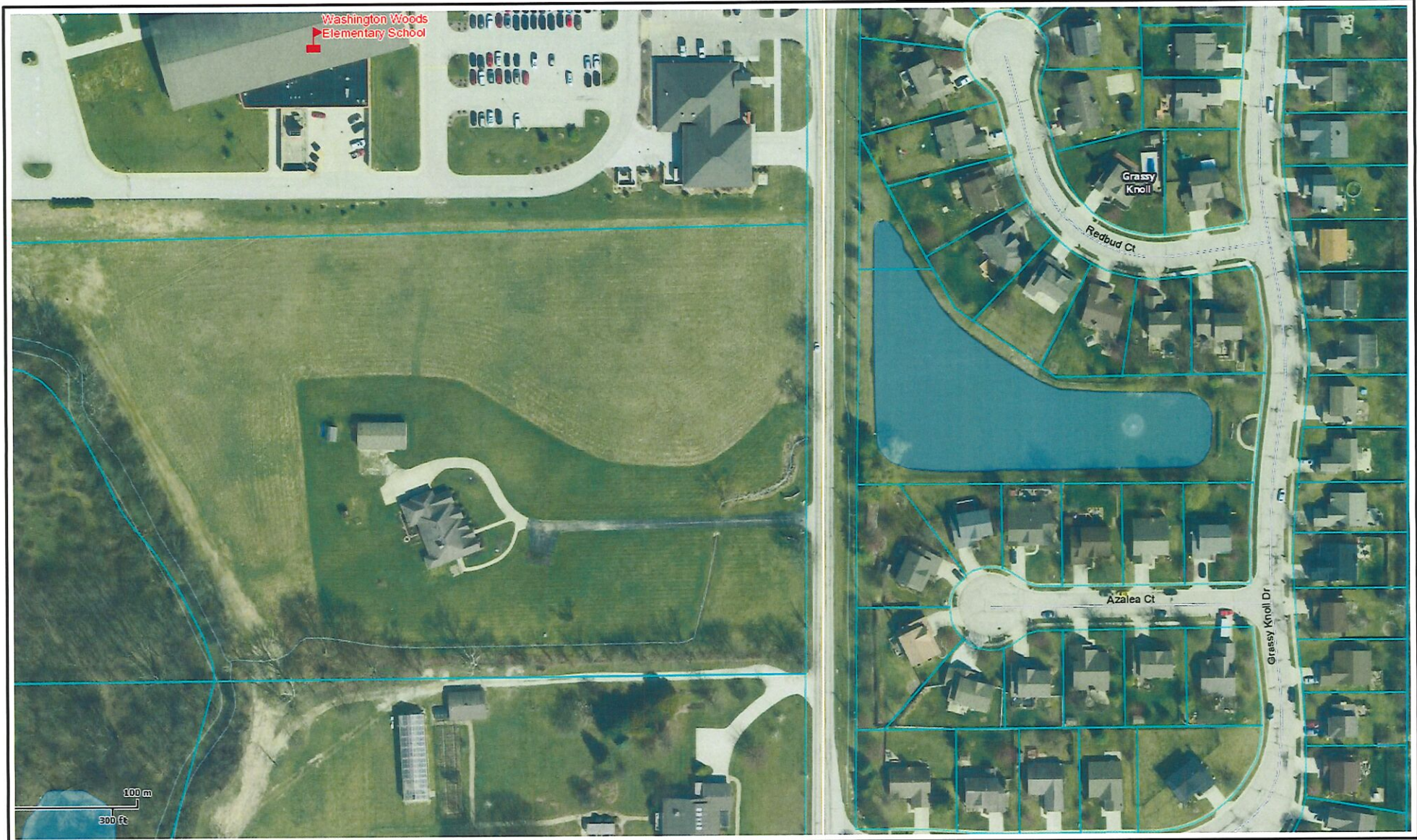
1998 Aerial Photo

Printed: Feb 07, 2017



The information on this web site is provided and hosted by Hamilton County, Indiana. Continued use of this web site is conditional upon your explicit acceptance of the terms and conditions set forth in this disclaimer document. The data provided herein may be inaccurate and/or out of date. Any person or entity who relies on this data for any purpose whatsoever does so solely at their own risk. Neither Hamilton County Indiana nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind. Hamilton County may elect to discontinue this service without notice at any point in the future.

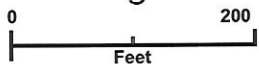




Grassy Knoll Subd & Emerich Parcel

2016 Aerial Photo

Printed: Feb 07, 2017



The information on this web site is provided and hosted by Hamilton County, Indiana. Continued use of this web site is conditional upon your explicit acceptance of the terms and conditions set forth in this disclaimer document. The data provided herein may be inaccurate and/or out of date. Any person or entity who relies on this data for any purpose whatsoever does so solely at their own risk. Neither Hamilton County Indiana nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind. Hamilton County may elect to discontinue this service without notice at any point in the future.

County of
Hamilton
Indiana
www.hamiltoncounty.in.gov



Grassy Knoll Drain

Tabled til 02/13/17 D.B.

	Cost estimate Per 11/28/16 Hearing	Cost estimate revised for 2/13/17 DB
Emerich 09-06-31-00-00-012.000		
Appraisal	\$7,500.00	\$1,500.00
Permanent easement (1.75Ac)	\$56,000.00	\$33,500.00
Temporary easement (0.29Ac)	\$9,280.00	\$1,150.00
Total easement cost	\$72,780.00	\$36,150.00
Channel dredging	\$6,270.00	\$6,270.00
Rip-rap	\$3,000.00	\$3,000.00
Clearing	\$1,000.00	\$1,000.00
HMA drive repair	\$750.00	\$750.00
Seeding	\$4,840.00	\$4,840.00
Erosion control	\$1,000.00	\$1,000.00
Construction entrance	\$500.00	\$500.00
24" CMP	\$2,870.00	\$2,870.00
Sub-total	\$20,230.00	\$20,230.00
15% contingency	\$3,034.50	\$3,034.50
Total ditch portion	\$23,264.50	\$23,264.50
Total easement & ditch work	\$96,044.50	\$59,414.50

The assessment rate used for the 11/28/16 hearing was \$729.16 per acre and minimum. At the hearing the Westfield City Council offered to pay \$15,000 if the landowners aren't assessed. The Board said the Cool Creek maintenance fund could pay 75% of the project but somebody has to come up with 25%. Mr. Ake of Westfield City Council went back to the Council and requested to increase contribution.

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF

Grassy Knoll Drain

NOTICE

To Whom It May Concern and: _____

Notice is hereby given of the hearing of the Hamilton County Drainage Board concerning the reconstruction of the **Grassy Knoll Drain** on **November 28, 2016** at **9:20 A.M.** in Commissioners Court, Hamilton County Judicial Center, One Hamilton County Square, Noblesville, Indiana. Construction and maintenance reports of the Surveyor and the Schedule of Assessments proposed by the Drainage Board have been filed and are available for public inspection in the office of the Hamilton County Surveyor.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

ONE TIME ONLY

STATE OF INDIANA)
) SS BEFORE THE HAMILTON
)
COUNTY OF HAMILTON) DRAINAGE BOARD

IN THE MATTER OF Grassy Knoll Drain Reconstruction

NOTICE

Notice is hereby given that the Hamilton County Drainage Board at its regular meeting August 28, 2017 adopted the reconstruction report of the Surveyor and the Amended Schedule of damages and assessments including annual assessment for periodic maintenance, finding that the costs, damages and expense of the proposed improvement would be less than the benefits which will result to the owner of lands benefited thereby.

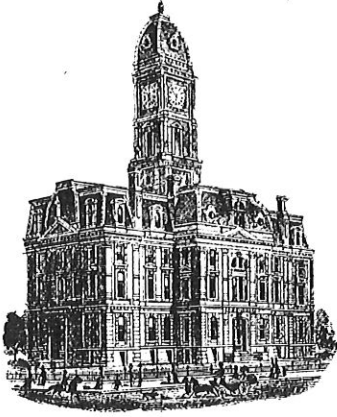
The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

If judicial review of the findings and order of the Board is not requested pursuant to Article VIII of the 1965 Indiana Drainage Code as amended within twenty (20) days from the date of publication of this notice, the findings and order shall become conclusive.

HAMILTON COUNTY DRAINAGE BOARD

BY: Mark Heirbrandt
PRESIDENT

ATTEST: Lynette Mosbaugh
SECRETARY



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

February 14, 2019

To: Hamilton County Drainage Board

Re: Grassy Knoll Arm, Cool Creek Regulated Drain
Final Inspection Report

FINAL REPORT

This is the inspector's final report on the Grassy Knoll Arm of the Cool Creek Regulated Drain Reconstruction, located in Section 31, Township 19 North, Range 4 East, in Washington Township in Hamilton County, Indiana.

The Surveyor's Report for the Grassy Knoll Arm to Cool Creek Regulated Drain dated October 12, 2016 was presented to the Drainage Board and tabled at the hearing on November 28, 2016. (Hamilton County Drainage Board Minute Book 17, Pages 207-213.) The Engineer's Estimate was \$96,044.50. (\$72,780 for easement appraisal and acquisition & \$23,264.50 for construction costs.) The project was then tabled until easements and landowner costs could be better determined.

Further discussion was held concerning this project at the February 13, 2017 meeting (Hamilton County Drainage Board Minute Book 17, Pages 264-267), the March 13, 2017 meeting (Hamilton County Drainage Board Minute Book 17, Page 291), the April 10, 2017 meeting (Hamilton County Drainage Board Minute Book 17, Page 327), the May 22, 2017 meeting (Hamilton County Drainage Board Minute Book 17, Page 366)

At the June 26, 2017 Drainage Board meeting further discussion was held and a bid date of July 24, 2017 was set. (Hamilton County Drainage Board Minute Book 17, Pages 396-397)

Bids were opened at the July 24, 2017 meeting, (Minute Book 17, Page 420). The Board referred the bid for construction of the Grassy Knoll Arm to Cool Creek Regulated Drain from Van Horn Excavating in the amount of \$42,400 to the Surveyor for review.

The Surveyor's Report for the Grassy Knoll Arm to Cool Creek Regulated Drain dated October 12, 2016 was presented to the Drainage Board at hearing on August 28, 2017. The Engineer's Estimate was \$96,044.50 which included \$7,500 for appraisals, \$56,000 for permanent easement & \$9,280 for temporary easement acquisition, and \$23,264.50 for construction costs. This item was removed from the table and the Settlement Agreement for Easement was discussed and accepted. The Settlement Agreement for the \$20,000 purchase of Regulated Drain Easement on the Emerich property and also stated that the landowner shall not be assessed for any cost of the reconstruction. The cost to be paid from the Cool Creek maintenance fund. The Surveyor's Report was modified to reflect the Settlement Agreement and the bid of \$42,400 was awarded to Van Horn Excavating. (Hamilton County Drainage Board Minute Book 17, Pages 448-457.)

During construction, two changes were made to the plans, which will alter the plans submitted with the Surveyor's Report for this drain. The changes made, allowed under IC 36-9-27-80.5, were as follows:

Change Order #1 was required due to 3 items:

1. Additional Rip Rap was added to the banks of the drain at its outlet into Cool Creek.
2. During potholing the water line to the house broke at the connection to the water meter. The person from Citizens Water requested the waterline to be backfilled with sand. The additional man hours were for repairing of the waterline.
3. Number 8 stone was used to bed the field crossing in after having to raise the grade do to sanitary lateral crossing trench at grade with CMP.

Cost of Change Order #1 was \$2,521.08. The change order was approved by the Hamilton County Drainage Board April 25, 2016. (Minute Book 17, Page 555)

Change Order #2 was required due to finding an existing private tile that was found during construction. Cost of Change Order #2 was \$1,034.80. The change order was approved by the Hamilton County Drainage Board August 13, 2018. (Minute Book 18, Pages 232-234)

Partial Pay Requests for this project submitted and paid as allowed in IC 36-9-27-81 are as follows:

Pay Request #1	Paid 11/28/17	\$ 4,000.00
Pay Request #2	Paid 12/12/17	\$ 15,904.20
Pay Request #3	Paid 12/27/17	\$ 12,016.36
Pay Request #4	Paid 1/09/18	\$ 4,114.00
Pay Request #5	Paid 6/26/18	\$ 5,400.91
Pay Request #6	Paid 8/28/18	\$ 4,520.41
Pay Request #7 – Release Retainage	Paid 11/14/18	\$ <u>6,893.36</u>
Total Construction Costs – Van Horn Excavating		\$ 45,955.88

The Final Costs for the Reconstruction are as follows:

Van Horn's Bid -----	\$ 42,400.00
Change Order #1 -----	\$ 2,521.08
Change Order #2 -----	\$ 1,034.80
Reconstruction Cost -----	\$ 45,955.88
Easement Appraisal -----	\$ 1,500.00
Easement acquisition -----	\$ 20,000.00
Total Easement Costs -----	\$ 21,500.00
Reconstruction Cost -----	\$ 45,955.88
Easement Costs -----	\$ 21,500.00
Total Reconstruction cost -----	\$ 67,455.88
Engineer's Estimate -----	\$ 96,044.50
Total Cost -----	\$ -67,455.80
Difference -----	\$ 28,588.70
Total Cost -----	\$ 67,455.80
Westfield's Contribution paid 10/25/2018 -----	\$ -15,000.00
Total Cost to Cool Creek Fund -----	\$ 52,455.80

The reconstruction consisted of 835 feet of open drain with 1 driveway crossing and 1 rear yard crossing within the drainage easement of Cool Creek.

Form E-1 stating that all expenses for labor & materials has been paid as required by IC 36-9-27-82(b) has been received and retainage withheld was released November 14, 2018.

As of the date of this report, I hereby attest to and agree that the reconstruction was completed according to the specified plans and change orders. All inspections have been completed.

Construction staking was performed by and asbuilts were prepared by the Surveyor's Office Staff.

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

Respectfully



Luther M. Cline
Inspector
Hamilton County Surveyor's Office

N/C
④

GENERAL POWER OF ATTORNEY FOR

DELLA J. EMERICH

Document Cross Reference No. 2002 54313

BY THIS POWER OF ATTORNEY, I name an attorney-in-fact with power to act on my behalf pursuant to I.C. 30-5, as it exists now and is amended in the future.

SINGLE ATTORNEY IN FACT. As my attorney-in-fact, I name my grandson, Aaron Bennett, whose address and telephone number are, 17832 Grassy Branch Rd, Westfield IN 46074 317-319-9422 and DOB 5/6/1982.

SUCCESSOR. If my original attorney-in-fact fails or ceases to serve as my attorney-in-fact, I name as my successor attorney-in-fact, my grandson, Janet Hubbard, whose address, telephone number, and birth date are 2590 Northbrooke Plaza Drive #106, Naples FL 34119 (317)850-3228 and DOB 10/26/1955.

LIABILITY LIMITED. My attorney-in-fact is liable only for Bad Faith Acts.

FIXED FEE. My attorney-in-fact shall be reasonably compensated for services provided and reimbursed for expenses incurred as my attorney-in-fact.

EFFECTIVE IMMEDIATELY. This power of attorney shall be effective as of the date it is signed.

POWERS. I give to my attorney-in-fact or any successor attorney-in-fact all the powers specified in this section to be used on my behalf, PROVIDED that my attorney-in-fact shall not have any power which would cause my attorney-in-fact to be treated as the owner of any interest in my property.

REAL PROPERTY. Authority with respect to real property transactions pursuant to I.C. 30-5-5-2.

TANGIBLE PERSONAL PROPERTY. Authority with respect to tangible property pursuant to I.C. 30-5-5-3.

BONDS, SHARE AND COMMODITY. Authority with respect to bond, share and commodity transactions pursuant to I.C. 30-5-5-4.

BANKING. Authority with respect to banking transactions pursuant to I.C. 30-5-5-5.

INSURANCE. Authority with respect to insurance transactions pursuant to I.C. 30-5-5-7 provided that references in I.C. 30-5-5-7(a)(2) and (3) to "section 8" are changed to "section 9".

BENEFICIARY. Authority with respect to beneficiary transactions pursuant to I.C. 30-5-5-8.

GIFTS. Authority with respect to gift transactions pursuant to I.C. 30-5-5-9, including the power to make gifts to my attorney-in-fact. The aggregate value of any gift or gifts made pursuant to this section shall not be limited to the dollar amount stated in I.C. 30-5-5-9 (a)(2).

SPECIAL ESTATE PLANNING POWERS. Authority to conduct estate planning on my behalf. The estate planning powers include but are not limited to the following acts:

1. the making of gifts in the same proportions (except as my attorney-in-fact may otherwise determine based on the standard set forth below) as set forth in the residuary clause of my Last Will and Testament; and without regard to any restrictions on aggregate yearly value of a gift to an individual as set forth in I.C. 30-5-9-2;
2. the creation of trusts; and
3. the use of any other devices I might use myself were I competent for the purpose of providing for members of my family, reducing tax liability or preserving assets for use by my family members in the event I require long term health care.

In carrying out the powers granted in this paragraph, my attorney-in-fact shall be guided by the standard that the estate planning powers are designed, in part, for the powers in such a way as to provide for my best interests and the best interests of my family members. My attorney-in-fact may exercise any estate planning power without any prohibition against self-dealing.

FIDUCIARY. Authority with respect to fiduciary transactions pursuant to I.C. 30-5-5-10.
CLAIMS AND LITIGATION. Authority with respect to claims and litigation pursuant to I.C. 30-5-5-11.

FAMILY MAINTENANCE. Authority with respect to family maintenance pursuant to I.C. 30-5-5-12.

MILITARY SERVICE. Authority with respect to benefits from military service pursuant to I.C. 30-5-5-13.

TAX RETURNS AND FORMS. Authority to receive confidential information; to prepare, sign and file tax return forms 1040, 1040X IT40 and IT40X; and at any time perform any and all other acts before the taxing authorities of any jurisdiction, including specifically the execution of Internal Revenue Forms 2848 and 8821, the Indiana Department of Revenue Power of Attorney Form 48 (or any successors thereto), and such other authorization forms as may be necessary to carry out the purposes of this delegation of authority.

RECORDS, REPORTS AND STATEMENTS. Authority with respect to records, reports and statements pursuant to I.C. 30-5-5-14, including the power to execute on my behalf any specific power of attorney required by any taxing authority to allow my attorney-in-fact to act on my behalf before that taxing authority on any return or issue.

ESTATE TRANSACTIONS. Authority with respect to estate transactions pursuant to I.C. 30-5-5-15.

DELEGATE. Authority with respect to delegating authority pursuant to I.C. 30-5-5-18.

ALL OTHER MATTERS. Authority with respect to all other matters pursuant to I.C. 30-5-5-19.

SUPERSEDES PRIOR POWERS OF ATTORNEY. This power of attorney supersedes all other powers of attorney I executed prior to the date of this power of attorney.

GUARDIAN. If protective proceedings are instituted on my behalf or a guardian is requested to act on my behalf, I request that the Court appoint Aaron Bennett. If Aaron is unwilling or unable to serve, I request that the Court appoint, my grandson, Janet Hubbard, as my successor guardian.

TERMINATION ON DEATH. Without regard to my mental or physical condition, this power of attorney shall be durable and continue in effect until revoked or until my death whichever occurs first.

MISCELLANEOUS. Governing Law and Interpretation. This instrument is being executed in accordance with and shall be interpreted and governed by Indiana Code Chapter 30.

Effectiveness of Copies. A document which my attorney-in-fact certified as a true and correct copy of this instrument shall have the same force and effect as the original power of attorney executed by me.

I have executed this instrument on July 12, 2016.

Name Signed Della J. Emerich
Name Printed: Della J. Emerich

We declare that at the request of the above named individual making the appointment, we witnessed the signing of this document.

DATE: July 12, 2016

Signature Alicia B. Cummings
Printed: Alicia B. Cummings
Address: 5353 W Smokey Row Road
Greenwood IN 46143

DATE: July 12, 2016

Signature Maryanne Hall
Printed: Maryanne Hall
Address: 223 Hanley Street
Plainfield IN 46168

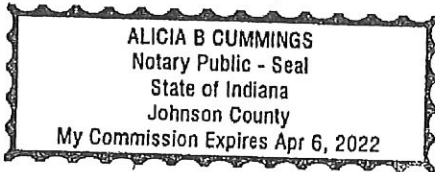
STATE OF INDIANA

SS:

COUNTY OF JOHNSON

The undersigned, a notary public in and for the above county and state, residing in Johnson County, Indiana, certifies and witnesses that the above-signed, personally known to me to be the same person whose name is subscribed to this instrument, appeared before me in person and acknowledged the signature and delivered the instrument as a free and voluntary act, for the uses and purposes named in the instrument.

DATE: July 12, 2016



Alicia B. Cummings
Alicia B. Cummings, Notary Public

My Commission Expires:
April 6, 2022

This instrument was prepared by: Meiners & Sullivan P.C., Attorneys at Law, 375 N Madison AVE, Greenwood, IN 46142-3636 (317) 882-0212.

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."

(name) KENTON L. WARD

SETTLEMENT AGREEMENT

This Settlement Agreement (“the Agreement”) is made and entered into on the dates set out herein (“the Effective Date”), by and between the Hamilton County Drainage Board (“the Drainage Board”) and Aaron Bennett, as Power of Attorney for Della J. Emerich, as Trustee of the Della J. Emerich Revocable Living Trust executed October 23, 2001, (“the Landowner”).

RECITALS

WHEREAS, the Landowner is the owner of a parcel of real estate which is on the west side of Grassy Branch Road located at 17832 Grassy Branch Road, in Washington Township, Hamilton County, Indiana, also known as Hamilton County Tax Parcel No. 09-06-31-00-00-012.000 (“the Real Estate”), which Real Estate contains 9.22 acres more or less; and,

WHEREAS, on the 18th day of March, 2016, Grassy Knoll Property Association, Inc., filed a Petition with the Drainage Board (“the Petition”), pursuant to Indiana Code 36-9-27.4, alleging that there was an obstruction in the mutual drain across the Real Estate. Their Petition did not allege this nor did the current landowner construct any drain located on the property. We do not agree to this but more importantly is not necessary for settlement purposes.

WHEREAS, the Landowner and the Drainage Board desire to resolve all of the issues between them pursuant to the terms set out herein.

IT IS THEREBY AGREED by and between the parties as follows:

AGREEMENT

1.0 Terms of Settlement. Each party, in consideration of the promises and concessions made by the other, hereby compromises and settles all issues arising out the obstruction of the stormwater across the Real Estate under the terms and conditions of this Settlement Agreement. The parties agree that this Agreement and the actions taken pursuant to

this agreement constitute a compromise and settlement of both the dedication of a regulated drainage easement and the reconstruction and maintenance of a regulated drain through the Real Estate to be constructed and maintained pursuant to Indiana Code 36-9-27-1 et sequi.

1.1 Cost of Resolving Obstruction Petition, Acquisition and Other Disputed Issues.

Each party shall bear its own costs, including attorney's fees, incurred as a result of the issues pending and the negotiation and preparation of this Settlement Agreement and any related documents.

2.0 Dedication of Regulated Drainage Easement. For consideration of Twenty Thousand Dollars, (\$20,000), payable to The Della J. Emerich Revocable Living Trust, the Landowner shall dedicate to Hamilton County, on behalf of the Drainage Board, a Regulated Drainage Easement over and across the land described in Exhibit A-1 and shown on Exhibit B-1 ("the Easement"). Contrary to the terms of Indiana Code 36-9-27-33, the dimensions of the Easement shall only include the land described in Exhibit A-1. The plans for the reconstruction of the drain and any subsequent maintenance or reconstruction within the Easement shall include the following restrictions to protect, to greatest degree possible, the trees along the south boundary of the Real Estate:

NO CLEARING OF TREES ALONG PROPERTY LINE. ONLY
TRIM BRANCHES THAT INTERFERE WITH THE WORK. PRUNE
LIMBS AT TRUNK OF TREE.

2.1 Rights of the Landowner. After construction of the project described in Section 3.0, the Landowner shall have the right to use the land within the Easement in a manner which is consistent with the proper operation of the drain. No building or structure, nor the planting of trees, shrubs, or woody vegetation may be placed in the Easement without the consent of the Drainage Board as described in Indiana Code 36-9-27-33.

3.0 Reconstruction of Drain. The Drainage Board has prepared plans and bid the costs of reconstruction of the drain within the Easement, which includes the following:

- a. Cutting and removal of all trees and vegetation from the Easement.
- b. Cutting a drain at proper grade with a two foot bottom and 4 to 1 slopes from the edge of bank.
- c. The pipe under the drive shall be replaced and lowered to permit proper flow of the drain.
- d. The drain shall be reconstructed at the gradients shown on the plans prepared by the Surveyor's Office.
- e. A portion of the drive over the new drainage pipe shall be replaced in equal or better condition than existing condition.
- f. The Drainage Board's contractor shall deposit all spoils on Landowner's Real Estate to be graded into landscaping mounds, seeded and watered by contractor. The mounds shall be located above flood plain at the approximate locations designated by Landowner on an Exhibit which shall be signed by the Landowner and the Hamilton County Surveyor, on behalf of the Drainage Board.
- g. All disturbed soil arising out of construction of the drain shall be seeded and water by the Drainage Board's contractor.
- h. The Drainage Board has received bids to construct the project and anticipates the project will be completed within one hundred twenty (120) days of final approval of this Agreement, weather permitting.

3.1 Assessment of Costs. The Landowner shall not be assessed for any costs of the reconstruction of the drain.

3.2 Dismissal of Obstruction Petition. The Drainage Board agrees to dismiss the Obstruction Petition with prejudice upon receipt from the Landowner delivering a signed copy of this Agreement and a fully executed Drainage Easement to the Drainage Board.

4.0 Miscellaneous Provisions.

4.1 Agreement Not to Be Construed as an Admission. This Agreement is entered by the Parties solely for the purpose of compromising and settling the Condemnation Actions. It does not constitute, nor shall it be construed to constitute, an admission of any issue or facts which were in dispute, or may have been in dispute, between the parties.

4.2 Integration; Modification; Waiver. This Agreement, including all documents referenced herein (all of which are incorporated into the Agreement), constitutes and contains the entire agreement and understanding concerning the subject matter between the Parties, sets forth all inducements made by any Party to any other Party with respect to any of the subject matter, and supersedes and replaces all prior and contemporaneous negotiations, proposed agreements or agreements, whether written or oral. Each Party acknowledges to the other Party that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce it to execute this Agreement, and each of the Parties acknowledges that they have not executed this Agreement in reliance on any promise, representation or warranty not contained herein. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all the Parties. No action or failure to act will constitute a waiver of any right or duty under this Agreement, nor will any action or failure to act constitute an approval of, or acquiescence in, any breach. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any

waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.

4.3 Authority. The undersigned individuals execute this Agreement on behalf of the respective Parties; represent that they are authorized to enter into and execute this Agreement on behalf of such Parties; and they have full authority to complete all acts described within this Agreement.

4.4 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be effective the same as original signatures for execution of this Agreement.

4.5 Further Assurances. The Parties agree to execute all instruments and documents of further assurance and will do any and all such acts as may be reasonably required to carry out their obligations of this Agreement.

4.6 Binding Effect; Assignment. This Agreement is binding upon and will inure to the benefit of the Parties and each of the Party's respective successors in title to the Landowners' Real Estate. However, upon completion of the project, the rights and duties of the parties shall be limited to the Easement rights included in the Indiana Drainage Code found at Indiana Code 36-9-27, and specifically the rights described in the Easement.

4.7 Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Indiana, without giving effect to its conflict of laws provisions.

4.8 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent arises, this Agreement will be

construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

4.9 Severability. In the event any provision of this Agreement is deemed invalid, illegal, or unenforceable, all other provisions of the Agreement that are not affected by such invalidity, illegality or unenforceability, will remain in full force and effect. Further, the Parties hereby agree that if any such provision is deemed invalid, illegal or unenforceable, that provision will be limited or eliminated in scope, power or effect to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable to the maximum extent permitted by law.

4.10 Attorneys' Fees. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing Party will be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding (including any appeals and retrials), in addition to any other relief with the prevailing Party may be entitled.

4.11 Cumulative Remedies. The rights and remedies in this Agreement are cumulative, and in addition to, any duties, obligations, rights and remedies otherwise provided by law.

4.12 Notices. Any notice required or permitted under this Agreement shall be in writing and either delivered personally or sent by nationally recognized overnight courier, express overnight mail, or certified or registered mail, postage prepaid, return receipt requested, at the following respective address unless the Party notifies the other Party in writing of a change of address:

If to Landowner:

Aaron Bennett
17832 Grassy Branch Road
Westfield, IN 46074

With a copy to:

Joe Duepner,
Duepner Law
136 S. 9th Street
Suite 207
Noblesville, IN 46060

If to the County:

Hamilton County Drainage Board
c/o Hamilton County Surveyor
1 Hamilton County Square
Suite 188
Noblesville, IN 46060

With a copy to:

Michael A. Howard
694 Logan Street
Noblesville, IN 46060

A notice delivered personally shall be deemed delivered and effective as of the date of delivery. A notice sent by overnight courier or overnight express mail shall be deemed delivered and effective the next business day after it is deposited with the postal authority or commercial carrier. A notice sent by certified or registered mail shall be deemed delivered and effective three (3) days after it is deposited with the postal authority.

4.13 Advice of Counsel. Each Party acknowledges and agrees that it has been represented by its own independent legal counsel with respect to entering into this Agreement and that each Party has given mature and careful thought to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement, as of the day and year first hereinabove set forth.

ALL OF WHICH IS AGREED by the Hamilton County Drainage Board on the 28th day of August, 2017.

HAMILTON COUNTY DRAINAGE BOARD

Christine Altman

Mark E. Heirbrandt

Mark E. Heirbrandt

Steven C. Dillinger

Steven C. Dillinger

ATTEST:

Lynette Mosbaugh
Lynette Mosbaugh, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this 28th day of AUGUST, 2017, personally appeared the within named ~~Christine Altman~~, Mark Heirbrandt, and Steven C. Dillinger, as the Hamilton County Drainage Board and Lynette Mosbaugh, Secretary, of the Hamilton County Drainage Board, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

Janellen Pickett
Notary Public, JAN ELLEN PICKETT
Residing in Hamilton County, IN

My Commission Expires:

11-22-17

Dated: 8/24/17

“LANDOWNER”

Aaron Bennett

Aaron Bennett, as Power of Attorney for Della J. Emerich as Trustee of the Della J. Emerich Revocable Living Trust executed October 23, 2001

STATE OF INDIANA)
) SS:
COUNTY OF)

Subscribed and sworn to before me, a Notary Public this 24 day of Aug, 2017, personally appeared the within named Aaron Bennett, as Power of Attorney for Della J. Emerich as Trustee of the Della J. Emerich Revocable Living Trust executed October 23, 2001, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

[Signature]

Notary Public,
Residing in _____ County, IN

My Commission Expires:



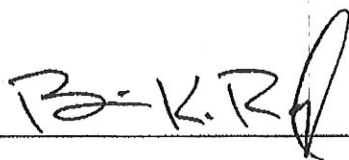
I, affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. Michael A. Howard

This instrument prepared by Michael A. Howard, Noblesville City Attorney, 694 Logan Street, Noblesville, Indiana 46060, 773-4212.

**FOR LEGAL DESCRIPTION PURPOSE EASEMENT ONLY
NOT A FIELD SURVEY**

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 4 EAST, SAID POINT MARKED BY A HARRISON MONUMENT AND RUNNING THENCE SOUTH 00 DEGREES 23 MINUTES 34 SECONDS WEST 1031.15 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION; SAID POINT ALSO BEING NORTH 00 DEGREES 23 MINUTES 34 EAST 313.41 FEET NORTH OF THE SOUTH LINE OF SAID TRACT OF LAND DESCRIBED BY INSTRUMENT NUMBER 200200054313 RECORDS OF HAMILTON COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 23 MINUTES 34 SECONDS WEST 122.01 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 60 DEGREES 02 MINUTES 27 SECONDS WEST 92.78 FEET; THENCE SOUTH 12 DEGREES 48 MINUTES 23 SECONDS WEST 149.07 FEET TO THE SOUTH LINE OF SAID TRACT OF LAND; THENCE SOUTH 89 DEGREES 50 MINUTES 37 SECONDS WEST 486.44 ALONG THE SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 19 DEGREES 51 MINUTES 28 SECONDS WEST 57.68 FEET; THENCE NORTH 37 DEGREES 21 MINUTES 43 SECONDS EAST 23.81 FEET; THENCE SOUTH 83 DEGREES 18 MINUTES 30 SECONDS EAST 149.02 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST 272.59 FEET; THENCE NORTH 12 DEGREES 48 MINUTES 23 SECONDS EAST 167.19 FEET; THENCE NORTH 75 DEGREES 24 MINUTES 05 SECONDS EAST 70.14 FEET; THENCE NORTH 07 DEGREES 33 MINUTES 02 SECONDS EAST 72.49 FEET; THENCE NORTH 86 DEGREES 31 MINUTES 20 SECONDS EAST 70.93 FEET TO THE POINT OF BEGINNING; BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 31 AND CONTAINING 1.24 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS OF WAY AND EASEMENTS OF RECORD

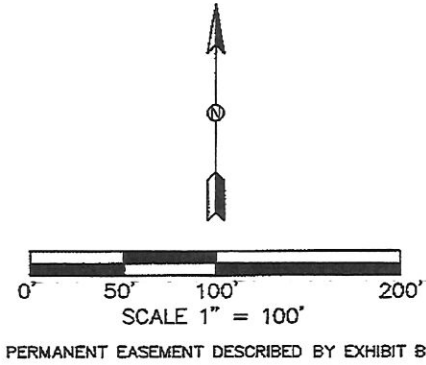
BY:



BRIAN K. RAYL
PROFESSIONAL SURVEYOR
INDIANA LICENSE NO. LS20100070
DATE: JULY 3, 2017



PREPARER'S STATEMENT: I AFFIRM UNDER THE PAINS AND PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. BRIAN K. RAYL

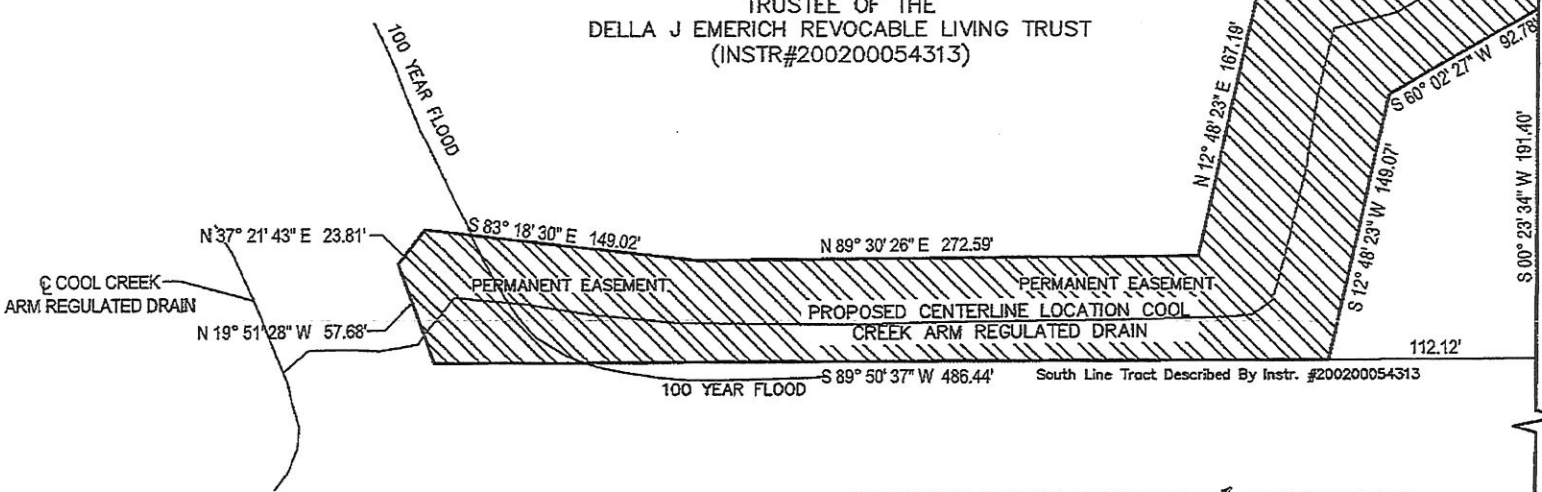


N.E. COR. OF S.E. ¼
SEC 31 T19N R4E
HARRISON MONUMENT PER RECORDS
HAMILTON COUNTY
SURVEYOR'S OFFICE

S.00° 23' 34" W 1031.15'
East Line of the S.E. ¼ SEC 31 T19N R4E

POB

TRUSTEE OF THE
DELLA J EMERICH REVOCABLE LIVING TRUST
(INSTR#200200054313)



N 37° 21' 43" E 23.81'
N 19° 51' 28" W 57.68'

S 83° 18' 30" E 149.02'
PERMANENT EASEMENT

N 89° 30' 26" E 272.59'

N 75° 24' 05" E 70.14'

N 12° 48' 23" E 167.19'

S 12° 48' 23" W 149.07'

112.12'

S 89° 50' 37" W 486.44'

N 86° 31' 20" E 70.93'

N 07° 33' 02" E 72.49'

S 00° 23' 34" W 191.40'

S 00° 23' 34" W 122.01'



HAMILTON COUNTY, INDIANA

HAMILTON COUNTY SURVEYOR'S OFFICE
HAMILTON COUNTY GOVERNMENT AND
JUDICIAL CENTER
ONE HAMILTON COUNTY SQUARE, SUITE 188
NOBLESVILLE, IN 46060
PHONE: (317) 776-8495
FAX: (317) 776-9628
SURVEYOR@HAMILTONCOUNTY.IN.GOV

S.E. COR. OF S.E. ¼
SEC 31 T19N R4E

NC
④

2017048766 EASEMENTS \$0.00
10/02/2017 10:20:05A 6 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

GRANT OF REGULATED DRAINAGE EASEMENT

Document Cross Reference No. 2002 54313
2017 049043

THIS INDENTURE WITNESSETH: that Aaron Bennett, as Power of Attorney for Della J. Emerich, pursuant to a General Power of Attorney, dated July 12, 2016, which authorized the Power of Attorney to act as Trustee of the Della J. Emerich Revocable Living Trust executed October 23, 2001, referred to herein as ("the Grantor") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey to the Board of Commissioners of Hamilton County, ("the Grantee") a perpetual easement through, upon, over, along and across the following described real property located in Hamilton County, Indiana, ("the Easement") to-wit;

See attached Exhibit A-1 and shown on Exhibit B-1.

This Easement is granted for the purpose of providing overland or subsurface paths and courses for the construction, maintenance, and preservation of storm drainage as permitted by the Drainage Code of the State of Indiana at Indiana Code 36-9-27. The Grantor reserves for themselves and their successors and assigns the right to use the Easement for any uses which are not inconsistent with the purposes herein. However, in the event the Grantor, or their successors, elect or desire to place any buildings or structures, or plant any trees or woody vegetation within the Easement, they shall do so only upon approval of the Grantee. The Grantor further agrees that they shall not grant any easements to any utility, or other persons, through the real estate described herein, without the consent of the Grantee, and if said grants are given, those easements shall be subject to the Grantee's right to regulate and permit construction, maintenance, or alteration with the Easement.

COPY

Notwithstanding the terms of Indiana Code 36-9-27-33, the dimensions of the Easement shall only include the land described in Exhibit A-1. The plans for the reconstruction of the drain and any subsequent maintenance or reconstruction within the Easement shall include the following restrictions to protect, to greatest degree possible, the trees along the south boundary of the Real Estate:


NO CLEARING OF TREES ALONG PROPERTY LINE. ONLY
TRIM BRANCHES THAT INTERFERE WITH THE WORK.
PRUNE LIMBS AT TRUNK OF TREE.

In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the Easement to replace, restore, or clear any drainage structures, ditches, drains, or swales contained therein, the Grantee shall only be liable to restore the Grantor's real estate to its previous grade, and to re-seed and undertake erosion control measures as are required by 327 IAC 15-5 as amended. Other than the duties of restoration set out above, the Grantee, its employees, or contractors shall not be liable to Grantor, or his successor in title, for any improvements to landscaping, sod, or any other improvements within the Easement which are damaged in the course of the repair or maintenance of the drainage structure, ditches, drains, or swales contained in the Easement area.

This Drainage Easement and the agreements herein shall run with the land and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns and upon the Grantee and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Drainage Easement on this 14 day of September, 2017.

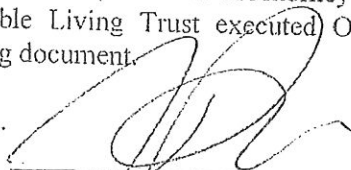
"GRANTOR"


Aaron Bennett, as Power of Attorney for Della
J. Emerich as Trustee of the Della J. Emerich
Revocable Living Trust executed October 23,
2001

STATE OF INDIANA)
) SS:
COUNTY OF)

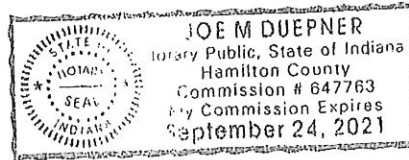
Subscribed and sworn to before me, a Notary Public this 14 day of September, 2017, personally appeared the within named Aaron Bennett, as Power of Attorney for Della J. Emerich as Trustee of the Della J. Emerich Revocable Living Trust executed October 23, 2001, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.



Notary Public,
Residing in Hamilton County, IN

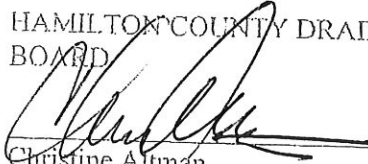
My Commission Expires:

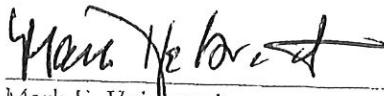


ACCEPTANCE

The undersigned Hamilton County Drainage Board on the 2nd day of October, 2017, does hereby accept the dedication of the above described Drainage Easement.

HAMILTON COUNTY DRAINAGE
BOARD


Christine Altman


Mark E. Heirbrandt


Steven C. Dillinger

ATTEST:


Lynette Mosbaugh, Secretary

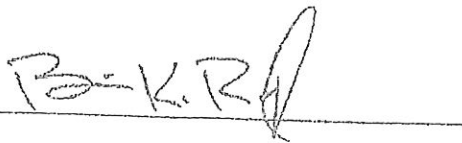
I, affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law.
Michael A. Howard

This instrument prepared by Michael A. Howard, Noblesville City Attorney, 694 Logan Street, Noblesville, Indiana 46060, 773-4212.

FOR LEGAL DESCRIPTION PURPOSE EASEMENT ONLY
NOT A FIELD SURVEY

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 4 EAST, SAID POINT MARKED BY A HARRISON MONUMENT AND RUNNING THENCE SOUTH 00 DEGREES 23 MINUTES 34 SECONDS WEST 1031.15 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING OF THIS DESCRIPTION; SAID POINT ALSO BEING NORTH 00 DEGREES 23 MINUTES 34 EAST 313.41 FEET NORTH OF THE SOUTH LINE OF SAID TRACT OF LAND DESCRIBED BY INSTRUMENT NUMBER 200200054313 RECORDS OF HAMILTON COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 23 MINUTES 34 SECONDS WEST 122.01 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 60 DEGREES 02 MINUTES 27 SECONDS WEST 92.78 FEET; THENCE SOUTH 12 DEGREES 48 MINUTES 23 SECONDS WEST 149.07 FEET TO THE SOUTH LINE OF SAID TRACT OF LAND; THENCE SOUTH 89 DEGREES 50 MINUTES 37 SECONDS WEST 486.44 ALONG THE SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 19 DEGREES 51 MINUTES 28 SECONDS WEST 57.68 FEET; THENCE NORTH 37 DEGREES 21 MINUTES 43 SECONDS EAST 23.81 FEET; THENCE SOUTH 83 DEGREES 18 MINUTES 30 SECONDS EAST 149.02 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST 272.59 FEET; THENCE NORTH 12 DEGREES 48 MINUTES 23 SECONDS EAST 167.19 FEET; THENCE NORTH 75 DEGREES 24 MINUTES 05 SECONDS EAST 70.14 FEET; THENCE NORTH 07 DEGREES 33 MINUTES 02 SECONDS EAST 72.49 FEET; THENCE NORTH 86 DEGREES 31 MINUTES 20 SECONDS EAST 70.93 FEET TO THE POINT OF BEGINNING; BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 31 AND CONTAINING 1.24 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS OF WAY AND EASEMENTS OF RECORD

BY:

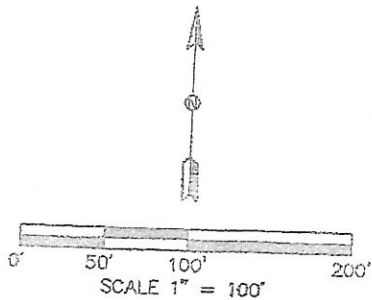


BRIAN K. RAYL
PROFESSIONAL SURVEYOR
INDIANA LICENSE NO. LS20100070
DATE: JULY 3, 2017



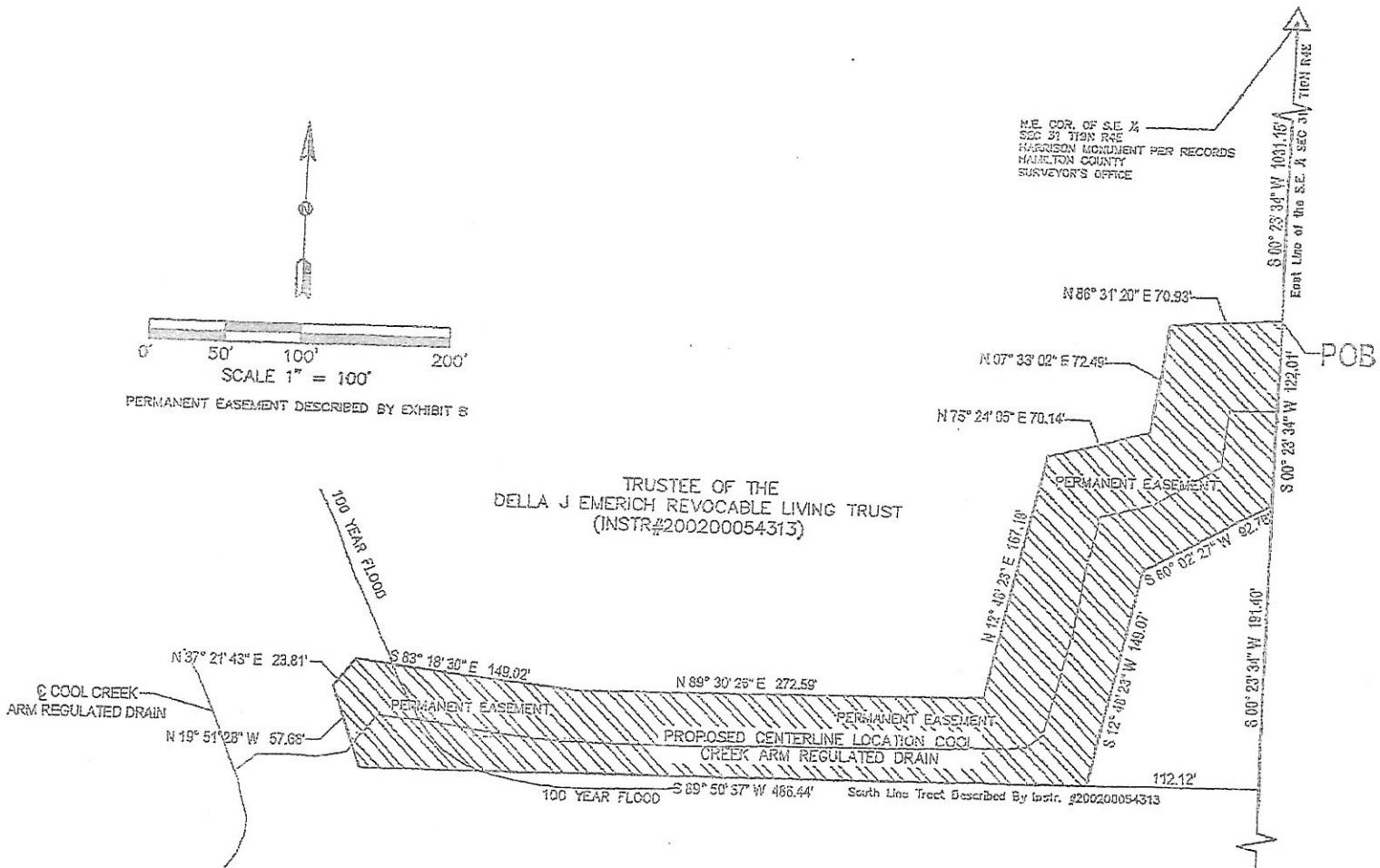
PREPARER'S STATEMENT: I AFFIRM UNDER THE PAINS AND PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. BRIAN K. RAYL

EXHIBIT B-1



PERMANENT EASEMENT DESCRIBED BY EXHIBIT B

TRUSTEE OF THE
DELLA J EMERICH REVOCABLE LIVING TRUST
(INSTR.#200200054313)



HAMILTON COUNTY, INDIANA
 HAMILTON COUNTY SURVEYOR'S OFFICE
 HAMILTON COUNTY GOVERNMENT AND
 JUDICIAL CENTER
 ONE HAMILTON COUNTY SQUARE, SUITE 188
 NOBLESVILLE, IN 46060
 PHONE: (317) 776-8495
 FAX: (317) 776-9628
 SURVEYOR@HAMILTONCOUNTY.IN.GOV

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 Wheeler & Wheeler Drain, Howe Road Arm - Greenfield Avenue & Howe Road Roundabout Reconstruction 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

Mark Heirbrandt
PRESIDENT

Christine Altman
Member

Steven C. Dillinger
Member

ATTEST: Lynette Mosbaugh
Executive Secretary"

Grassy Knoll Drain Reconstruction:

Mr. Jeremy Lollar was present for this item.

"October 12, 2016

TO: Hamilton County Drainage Board

RE: Grassy Knoll Drain

Attached are plans, drain map, drainage shed map, schedule of assessment and petitions for the Grassy Knoll Drain. The proposed drain is located in Sections 31 and 32 in Township 19 North, Range 3 East in Washington Township.

The drain has been petitioned for by the Grassy Knoll Homeowners Association and the City of Westfield. These petitions were received on August 15, 2016 and August 30, 2016 respectively. I have reviewed the submittals and petition and found each to be in proper form.

The above petitions were a result of an original Obstruction of Private Drainage Petition filed by the Grassy Knoll Property Owners Association on February 18, 2016. The petition was filed due to the offsite open ditch west of Grassy Branch Road being filled with sediment resulting in water backing up into the pipe under the road and causing the elevation in the detention pond for Grassy Knoll to stage higher than the normal pool elevation. The petition was presented to the Board at its March 14, 2016 meeting at which time it was referred to the Surveyor for investigation (see Hamilton County Drainage Board Minutes Book 16, pages 473-475). At the Board meeting of March 28, 2016 Mr. Andrew Conover presented the Surveyor's Inspection Report affirming the allegations set out in the petition. At this time the Board set the matter for hearing (see Hamilton County Drainage Board Minutes Book 16, pages 498-501). The hearing was held on April 25, 2016 at which time the matter was tabled so that the petition for regulated drain could be filed (see Hamilton County Drainage Board Minutes Book 16, pages 532-535).

I have made a personal inspection of the land described in the petition. Upon doing so, I believe 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 shall begin at the east end of the existing 18" RCP which serves as the outlet for the Grassy Knoll Detention Pond and thus run west to the intersection with the existing 24" combination RCP/CMP culvert under Grassy Branch Road. At the west side of the 24" culvert shall begin an open ditch 847 feet in length running in a generally westerly direction following the existing swale and terminating in the Wheeler & Beals Drain, also known as Cool Creek approximately eleven (11) feet north of the south line of Hamilton County Tax Parcel 09-06-31-00-00-012.000.

Hamilton County Drainage Board
August 28, 2017

In addition to the main drain shall be two (2) arms located within the east right of way for Grassy Branch Road. Both are 18" RCP's, one running 17 feet north and one running 16 feet south of the manhole located at the intersection between the 18" RCP and 24" CMP/RCP sections of the main drain noted above.

The drain consists of the following lengths:

18" RCP	64 feet
24" RCP/CMP	46 feet
Open Ditch	847 feet

The total length of the drain shall be 957 feet.

The portion of the proposed drain described above which is located within the Grassy Knoll Subdivision is located within platted drainage easement. This is shown as "Block A" which is a variable width drainage easement on the record plat for Grassy Knoll Section 1 as recorded in the office of the Hamilton County Recorder as Instrument 9430627 in Plat Cabinet 1, Slide No. 333. A portion of the proposed drain is within the right of way for Grassy Branch Road. The majority of the length of this drain is upon parcel 09-06-31-00-00-012.000 owned by Della J. Emerich Trustee, Della J. Emerich Revocable Living Trust. The easement description is attached and consists of 1.75 acres of permanent drainage easement and 0.29 acres of temporary drainage easement. The temporary easement is for the spreading of spoil for the construction of the open ditch and will terminate upon completion of the construction. These easements have yet to be purchased.

The cost of the easements are estimated to be as follows:

Appraisals		\$ 7,500.00
Permanent Easement 1.75 ac @ \$32,000/acre		\$56,000.00
Temporary easement 0.29 ac @ \$32,000/acre		\$ 9,280.00
Total Easement Cost		\$72,780.00

The open ditch portion of the drain is in need of dredging. The costs for this work is as follows:

			Unit Cost	Cost
Channel Dredging	836	LF	\$ 7.50	\$ 6,270.00
Rip-Rap	60	TO N	\$ 50.00	\$ 3,000.00
Clearing	1	EA	\$1,000.00	\$ 1,000.00
HMA Drive Repair	1	EA	\$ 750.00	\$ 750.00
Seeding	4,840	SY S	\$ 1.00	\$ 4,840.00
Erosion Control	1	LS	\$1,000.00	\$ 1,000.00
Construction Entrance	1	LS	\$ 500.00	\$ 500.00
24" CMP	82	LF	\$ 35.00	\$ 2,870.00
			Subtotal	\$20,230.00
			15% Contingency	\$ 3,034.50
			Total	\$23,264.50

Total Project Estimate:

Easements	\$72,780.00
Construction Costs	\$23,264.50
Total Cost	\$96,044.50

The cost of the drain shall be spread across the drainage shed. There are 88 platted lots within the Grassy Knoll Subdivision along with 42.16 acres within the drainage shed. Spreading the cost evenly across the shed results in an assessment for construction of \$ 729.16 per ac/lot with a \$729.16 minimum. This area is within the Cool Creek Drainage Area. There will be no change of assessment with the construction of the drain. The damages to the Emerich property is estimated at \$72,780.00. The easement has not been appraised at this time. Thus the damages may be decreased once appraisals are completed.

This drain shall be an arm to the Cool Creek Drainage Area. Therefore, the future maintenance for this drain will fall under the Cool Creek maintenance fund.

Hamilton County Drainage Board
August 28, 2017

I believe this proposed drain meets the requirements for Urban Drain 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 November 28, 2016.

Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/pll"

"SETTLEMENT AGREEMENT

This Settlement Agreement ("the Agreement") is made and entered into on the dates set out herein ("the Effective Date"), by and between the Hamilton County Drainage Board ("the Drainage Board") and Aaron Bennett, as Power of Attorney for Della J. Emerich, as Trustee of the Della J. Emerich Revocable Living Trust executed October 23, 2001, ("the Landowner").

RECITALS

WHEREAS, the Landowner is the owner of a parcel of real estate which is on the west side of Grassy Branch Road located at 17832 Grassy Branch Road, in Washington Township, Hamilton County, Indiana, also known as Hamilton County Tax Parcel No. 09-06-31-00-00-012.000 ("the Real Estate"), which Real Estate contains 9.22 acres more or less; and,

WHEREAS, on the 18th day of March, 2016, Grassy Knoll Property Association, Inc., filed a Petition with the Drainage Board ("the Petition"), pursuant to Indiana Code 36-9-27.4, alleging that there was an obstruction in the mutual drain across the Real Estate. Their Petition did not allege this nor did the current landowner construct any drain located on the property. We do not agree to this but more importantly is not necessary for settlement purposes.

WHEREAS, the Landowner and the Drainage Board desire to resolve all of the issues between them pursuant to the terms set out herein.

IT IS THEREBY AGREED by and between the parties as follows:

AGREEMENT

1.0 Terms of Settlement. Each party, in consideration of the promises and concessions made by the other, hereby compromises and settles all issues arising out the obstruction of the stormwater across the Real Estate under the terms and conditions of this Settlement Agreement. The parties agree that this Agreement and the actions taken pursuant to this agreement constitute a compromise and settlement of both the dedication of a regulated drainage easement and the reconstruction and maintenance of a regulated drain through the Real Estate to be constructed and maintained pursuant to Indiana Code 36-9-27-1 et sequi.

1.1 Cost of Resolving Obstruction Petition, Acquisition and Other Disputed Issues. Each party shall bear its own costs, including attorney's fees, incurred as a result of the issues pending and the negotiation and preparation of this Settlement Agreement and any related documents.

2.0 Dedication of Regulated Drainage Easement. For consideration of Twenty Thousand Dollars, (\$20,000), payable to The Della J. Emerich Revocable Living Trust, the Landowner

Hamilton County Drainage Board
August 28, 2017

shall dedicate to Hamilton County, on behalf of the Drainage Board, a Regulated Drainage Easement over and across the land described in Exhibit A-1 and shown on Exhibit B-1 ("the Easement"). Contrary to the terms of Indiana Code 36-9-27-33, the dimensions of the Easement shall only include the land described in Exhibit A-1. The plans for the reconstruction of the drain and any subsequent maintenance or reconstruction within the Easement shall include the following restrictions to protect, to greatest degree possible, the trees along the south boundary of the Real Estate:

NO CLEARING OF TREES ALONG PROPERTY LINE. ONLY TRIM BRANCHES THAT INTERFERE WITH THE WORK. PRUNE LIMBS AT TRUNK OF TREE.

2.1 Rights of the Landowner. After construction of the project described in Section 3.0, the Landowner shall have the right to use the land within the Easement in a manner which is consistent with the proper operation of the drain. No building or structure, nor the planting of trees, shrubs, or woody vegetation may be placed in the Easement without the consent of the Drainage Board as described in Indiana Code 36-9-27-33.

3.0 Reconstruction of Drain. The Drainage Board has prepared plans and bid the costs of reconstruction of the drain within the Easement, which includes the following:

- a. Cutting and removal of all trees and vegetation from the Easement.
- b. Cutting a drain at proper grade with a two foot bottom and 4 to 1 slopes from the edge of bank.
- c. The pipe under the drive shall be replaced and lowered to permit proper flow of the drain.
- d. The drain shall be reconstructed at the gradients shown on the plans prepared by the Surveyor's Office.
- e. A portion of the drive over the new drainage pipe shall be replaced in equal or better condition than existing condition.
- f. The Drainage Board's contractor shall deposit all spoils on Landowner's Real Estate to be graded into landscaping mounds, seeded and watered by contractor. The mounds shall be located above flood plain at the approximate locations designated by Landowner on an Exhibit which shall be signed by the Landowner and the Hamilton County Surveyor, on behalf of the Drainage Board.
- g. All disturbed soil arising out of construction of the drain shall be seeded and water by the Drainage Board's contractor.
- h. The Drainage Board has received bids to construct the project and anticipates the project will be completed within one hundred twenty (120) days of final approval of this Agreement, weather permitting.

3.1 Assessment of Costs. The Landowner shall not be assessed for any costs of the reconstruction of the drain.

3.2 Dismissal of Obstruction Petition. The Drainage Board agrees to dismiss the Obstruction Petition with prejudice upon receipt from the Landowner delivering a signed copy of this Agreement and a fully executed Drainage Easement to the Drainage Board.

Hamilton County Drainage Board
August 28, 2017

4.0 Miscellaneous Provisions.

4.1 Agreement Not to Be Construed as an Admission. This Agreement is entered by the Parties solely for the purpose of compromising and settling the Condemnation Actions. It does not constitute, nor shall it be construed to constitute, an admission of any issue or facts which were in dispute, or may have been in dispute, between the parties.

4.2 Integration; Modification; Waiver. This Agreement, including all documents referenced herein (all of which are incorporated into the Agreement), constitutes and contains the entire agreement and understanding concerning the subject matter between the Parties, sets forth all inducements made by any Party to any other Party with respect to any of the subject matter, and supersedes and replaces all prior and contemporaneous negotiations, proposed agreements or agreements, whether written or oral. Each Party acknowledges to the other Party that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce it to execute this Agreement, and each of the Parties acknowledges that they have not executed this Agreement in reliance on any promise, representation or warranty not contained herein. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all the Parties. No action or failure to act will constitute a waiver of any right or duty under this Agreement, nor will any action or failure to act constitute an approval of, or acquiescence in, any breach. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.

4.3 Authority. The undersigned individuals execute this Agreement on behalf of the respective Parties; represent that they are authorized to enter into and execute this Agreement on behalf of such Parties; and they have full authority to complete all acts described within this Agreement.

4.4 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be effective the same as original signatures for execution of this Agreement.

4.5 Further Assurances. The Parties agree to execute all instruments and documents of further assurance and will do any and all such acts as may be reasonably required to carry out their obligations of this Agreement.

4.6 Binding Effect; Assignment. This Agreement is binding upon and will inure to the benefit of the Parties and each of the Party's respective successors in title to the Landowners' Real Estate. However, upon completion of the project, the rights and duties of the parties shall be limited to the Easement rights included in the Indiana Drainage Code found at Indiana Code 36-9-27, and specifically the rights described in the Easement.

Hamilton County Drainage Board
August 28, 2017

4.7 Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Indiana, without giving effect to its conflict of laws provisions.

4.8 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

4.9 Severability. In the event any provision of this Agreement is deemed invalid, illegal, or unenforceable, all other provisions of the Agreement that are not affected by such invalidity, illegality or unenforceability, will remain in full force and effect. Further, the Parties hereby agree that if any such provision is deemed invalid, illegal or unenforceable, that provision will be limited or eliminated in scope, power or effect to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable to the maximum extent permitted by law.

4.10 Attorneys' Fees. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing Party will be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding (including any appeals and retrials), in addition to any other relief with the prevailing Party may be entitled.

4.11 Cumulative Remedies. The rights and remedies in this Agreement are cumulative, and in addition to, any duties, obligations, rights and remedies otherwise provided by law.

4.12 Notices. Any notice required or permitted under this Agreement shall be in writing and either delivered personally or sent by nationally recognized overnight courier, express overnight mail, or certified or registered mail, postage prepaid, return receipt requested, at the following respective address unless the Party notifies the other Party in writing of a change of address:

If to Landowner:

Aaron Bennett
17832 Grassy Branch Road
Westfield, IN 46074

With a copy to:

Joe Duepner,
Duepner Law
136 S. 9th Street
Suite 207
Noblesville, IN 46060

If to the County:

Hamilton County Drainage Board
c/o Hamilton County Surveyor
1 Hamilton County Square
Suite 188
Noblesville, IN 46060

With a copy to:

Hamilton County Drainage Board
August 28, 2017

Michael A. Howard
694 Logan Street
Noblesville, IN 46060

A notice delivered personally shall be deemed delivered and effective as of the date of delivery. A notice sent by overnight courier or overnight express mail shall be deemed delivered and effective the next business day after it is deposited with the postal authority or commercial carrier. A notice sent by certified or registered mail shall be deemed delivered and effective three (3) days after it is deposited with the postal authority.

4.13 Advice of Counsel. Each Party acknowledges and agrees that it has been represented by its own independent legal counsel with respect to entering into this Agreement and that each Party has given mature and careful thought to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement, as of the day and year first hereinabove set forth.

ALL OF WHICH IS AGREED by the Hamilton County Drainage Board on the ___ day of _____, 2017.

HAMILTON COUNTY DRAINAGE
BOARD

Christine Altman

Mark E. Heirbrandt

Steven C. Dillinger

ATTEST:

Lynette Mosbaugh, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this ___ day of _____, 2017, personally appeared the within named Christine Altman, Mark Heirbrandt, and Steven C. Dillinger, as the Hamilton County Drainage Board and Lynette Mosbaugh, Secretary, of the Hamilton County Drainage Board, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

Notary Public,
Residing in Hamilton County, IN

My Commission Expires:

Dated: _____

"LANDOWNER"

Aaron Bennett, as Power of Attorney for Della J. Emerich as Trustee of the Della J. Emerich Revocable Living Trust executed October 23, 2001

Hamilton County Drainage Board
August 28, 2017

STATE OF INDIANA)

) SS:
COUNTY OF)

Subscribed and sworn to before me, a Notary Public this ____ day of _____, 2017, personally appeared the within named Aaron Bennett, as Power of Attorney for Della J. Emerich as Trustee of the Della J. Emerich Revocable Living Trust executed October 23, 2001, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

Notary Public,
Residing in _____ County, IN

My Commission Expires:

_____ "

Dillinger made the motion to remove this item from the table, seconded by Altman and approved unanimously.

Howard stated this item concerns the Grassy Knoll Subdivision and the discharge point between Grassy Knoll and the Cool Creek Drain. It's been back and forth with this Board for quite some time. There is an obstruction petition pending. There has also been a public hearing on the reconstruction through the property that is owned by the Emerich Trust. We've been working back and forth with the landowner and before you is a resolution. I think the good points of the resolution are that we will have a permanent drainage easement which we will not have if we proceed with the obstruction petition. The critical issue on the obstruction is the intentional blockage of a drain. We know that back in the 1990's that the drain was moved. It was moved and constructed poorly, but it was constructed poorly under the watch of initially this department and secondly the municipality having jurisdiction without objection. If we go to the obstruction hearing and..

Altman stated before we get to that I have a question on what's been presented and signed by the landowner. How did that change from what we rejected previously?

Howard stated I think it was the position of this Board and obviously this has not been accepted by the Board, the Board felt that the obstruction was intentional and that the property owner would have the power to assess the entire cost of the reconstruction.

Altman stated I'm not asking that question. We know the background. The question is, we were presented a settlement offer before that was rejected. We have a new one that's been accepted, the terms. How did these terms change from what was rejected by this Board to what is presented today, the terms?

Howard stated the payment for the easement at a price that is below what the per square foot appraised value was.

Heirbrandt asked as well as the spoils?

Howard stated and the spoils.

Altman stated the spoils and the payment were in both. How much did the price reduce?

Howard stated I think it was originally \$30,000.00.

Altman stated the explanation says it was close to the appraised value in this presentation.

Howard stated that the appraised value was I believe \$36,000.00, but the amount of the easement has been reduced substantially so that if you do the same per square foot value I calculated it at about \$23,000.00.

Altman asked what's the cost to remove the spoils?

Heirbrandt stated it would have been pretty significant.

Altman stated well significant, I'd like to have an answer because I am not happy with this settlement. People should not be able to profit from bad acts and that is what I feel happened.

Howard stated the Statute doesn't talk about bad acts.

Altman stated yes it does.

Howard stated it talks about intentional acts.

Altman stated and this was supposed to be a dedicated easement, it slipped through the same family who owns the property as made those representations to get the initial through.

Hamilton County Drainage Board
August 28, 2017

Howard stated the facts were that there was an initial plat that replaced a subdivision on this property as well as the elementary school property to the north (Washington Woods Elementary School) and when the school purchased the school ground the plat was never approved or recorded. The plat would have had standard subdivision, subsurface drainage from the outlet point.

Altman stated correct before the fact that they represented that they would continue this drain through the other parcel that subdivision that has been built would never would have been built or approved because it had no outlet.

Howard stated I don't know of the chronology. Steve (Cash), was the subdivision built before the Emerich's put the ditch in or moved the ditch?

Cash stated the subdivision was built before the ditch was moved. There was a process of when the timeline of how the dominos stacked up. The project on the east side of the road was proposed at the time the project on the west side of the road was and there was an approved Primary Plat for the west side of the road at the time the subdivision was built on the east side.

Howard stated the Primary Plat never went to final nor was recorded.

Cash stated construction plans were submitted, but it never was built.

Howard stated I think we're at the point that if this is turned down we set it for obstruction. We've got the minutes of the obstruction hearing and we can go from there and enter findings of fact and orders and order them to remove it and when they decline we can go in and remove it and then if there is a finding that was intentional...

Heirbrandt asked if it's going to be pretty hard to determine whether it's intentional because of the owners? I think two of them are deceased now.

Howard stated that the owner at the time was Sonny Emerich in his own name and he's been dead for at least ten years.

Altman stated we have a whole plethora of documentation that presents representations as to how that drainage was supposed to flow and improvements made and that's where I have the problem.

Howard stated that's true, but then subsequent to that...

The Surveyor stated the amount of the easement at that time was \$36,000.00.

Heirbrandt asked and what did we get it for?

Altman stated but we reduced the size. It's still fair market value basically.

The Surveyor stated we eliminate the temporary easement.

Altman stated I'm one member. If the other two don't agree...

Heirbrandt stated one of my goals on this obviously was that I didn't want to go for a further assessment for the people in the watershed. With this agreement and the reduction of the cost and also the contribution from the City of Westfield would we still be able to pay for it with our funds we have in place?

Howard stated yes. The Surveyor has checked recently and the Cool Creek Watershed has \$1.3 Million in it. This would allow this to be done paid for from that fund with \$15,000.00 contributed by the City of Westfield as per their commitment over a year ago.

Heirbrandt asked Lollar if Westfield was okay with that?

Lollar stated yes.

Heirbrandt stated that was one of my main goals was to achieve that.

Howard stated the money will come from funds that have been assessed and Grassy Knoll does pay into that drain fund.

Heirbrandt stated I understand I just wanted to make sure they were not going to get an additional assessment on top of that to fix these problems. Knowing that, if we did approve this today, when could we get started on it?

Howard stated this project has been bid.

The Surveyor stated that he talked to the contractor last Friday and he said the first full week of September after the holiday.

Hamilton County Drainage Board
August 28, 2017

Howard stated I have the W-9, I have the conveyance document already signed so it's just a process of getting a claim. Janet (Hansen) checked with the Auditor's Office and because it's litigation they can turn that around in 24 hours.

Dillinger stated I think we need to dispose of it. I'm kind of deferring to Heirbrandt. I told him I would go along with what he thought, he's been the lead on this project.

Dillinger made the motion to approve the recommendation on the Settlement Agreement, seconded by Heirbrandt and approved. Altman opposed.

The Surveyor asked the Board to modify the Surveyor's report to reflect the Settlement Agreement and then finalize the reconstruction hearing.

Dillinger made the motion to modify the Surveyor's report to reflect the Settlement Agreement and approve the reconstruction, seconded by Heirbrandt. Altman abstained.

Howard asked if we want to leave the removal petition pending? Let's get it wrapped up before we dismiss it, on site; start slinging dirt.

The Surveyor stated we need to award the contract to Van Horn Excavating for \$42,400.00.

Dillinger made the motion to award the Grassy Knoll Reconstruction contract to Van Horn Excavating, seconded by Heirbrandt and approved. Altman abstained.

"STATE OF INDIANA)
) ss: BEFORE THE HAMILTON COUNTY
COUNTY OF HAMILTON) DRAINAGE BOARD
 NOBLESVILLE, INDIANA

IN THE MATTER OF THE
RECONSTRUCTION OF THE
Grassy Knoll Drain

FINDINGS AND ORDER FOR RECONSTRUCTION

The matter of the proposed Reconstruction of the *Grassy Knoll Drain* came before the Hamilton County Drainage Board for hearing on August 28, 2017, 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 *Grassy Knoll Drain* 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

Mark Heirbrandt
PRESIDENT

Steven C. Dillinger
Member

Member

Hamilton County Drainage Board
August 28, 2017

ATTEST: Lynette Mosbaugh
Executive Secretary"

Cool Creek Drain, J. M. Thompson of Anna Kendall Arm - Partial Vacation:

There were no objections on file. Mr. Matthew Skelton and Ms. Teresa Skelton were present for this item.

The Surveyor presented his report to the Board for approval.

"July 5, 2017

TO: Hamilton County Drainage Board

RE: Cool Creek Drain, J.M. Thompson Arm of Anna Kendall Arm - Partial Vacation

Attached is a partial vacation request and location map submitted by Matthew and Teresa Skelton, property owners and developers of Junction North on Hoover Street in Westfield. This is for the arm of the J.M. Thompson Arm to the Anna Kendall Arm of the Cool Creek Drain on parcels 09-05-36-04-07-001.000, owned by petitioner, and 09-05-36-00-00-020.004, owned by the City of Westfield, in Washington Township.

The portion of the J.M. Thompson Arm to be vacated is the drain from Str. 1 of the Asa Bales Park Relocation to Str. 30, as described in the final report for the J.M. Thompson 1990 Reconstruction, dated April 16, 1992 and approved on April 20, 1992 (DB Book 3, pages 10 to 12). Also to be vacated is the drain from Str. 30 to 30B as described in the Hoover Street Extension report for the J.M. Thompson, dated February 18, 1992, with hearing on May 18, 1992 (DB Book 3, page 18).

The proposed vacation will remove 13 feet of 12" RCP and 100 feet of 36"RCP from the J.M. Thompson Arm of the Anna Kendall Arm of the Cool Creek Drain, for a total of 113 feet.

This parcel owned by the petitioner are being split and developed into North Junction, which will be 5 residential lots. The City of Westfield will continue to maintain the drainage from Hoover Street, as that is part of their system that discharges into the J.M. Thompson Arm.

The main J.M. Thompson Arm will remain in place to continue to provide drainage for the overall watershed area and the upstream regulated drain tiles north of Hoover Street.

This will not change the current assessments for the Cool Creek Drainage Area on these parcels.

I believe that the requested partial vacation meets the requirements for vacation as set out in IC 36-9-27-34(d).

I recommend the Board set a hearing for this item as set out in IC 36-9-27-37 for August 28, 2017.

Sincerely,

Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/pll"

Heirbrandt opened the public hearing; seeing no one Heirbrandt closed the public hearing.

Altman made the motion to approve the Surveyor's report, seconded by Dillinger and approved unanimously.

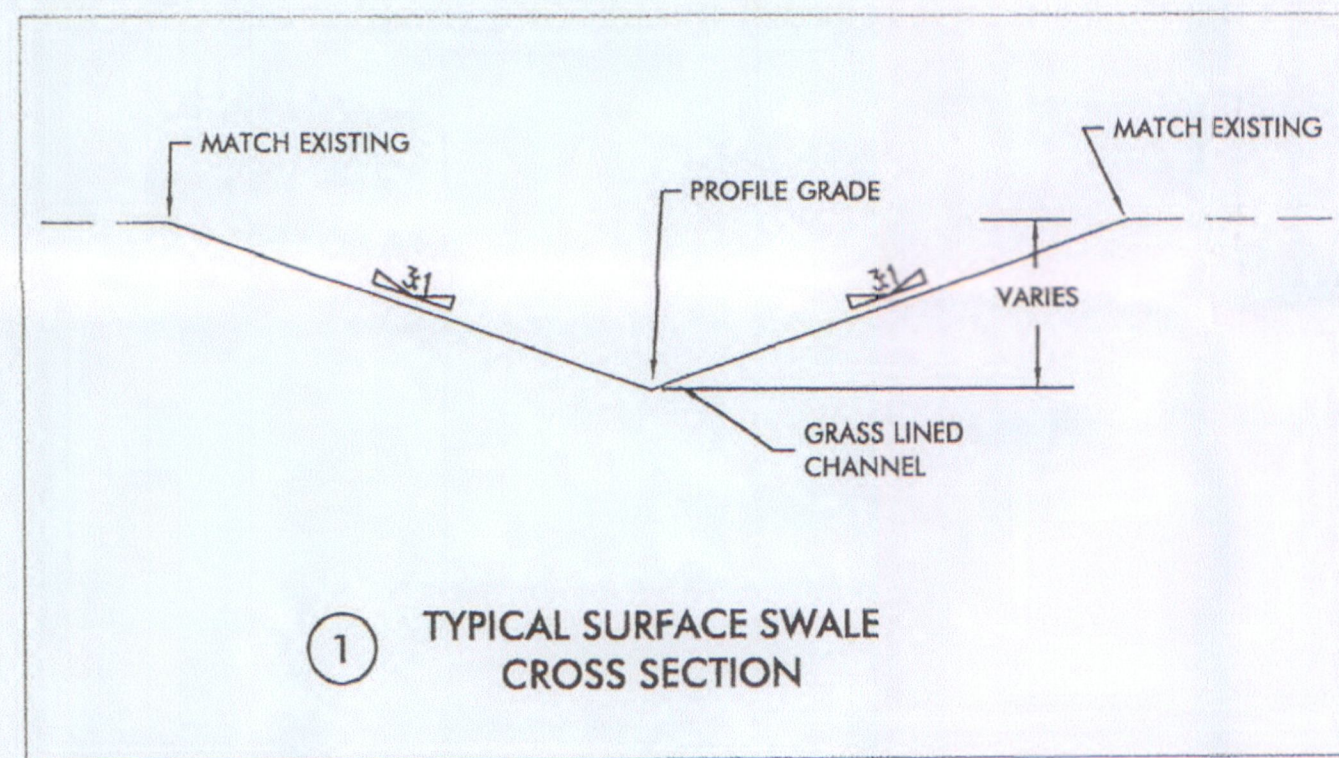
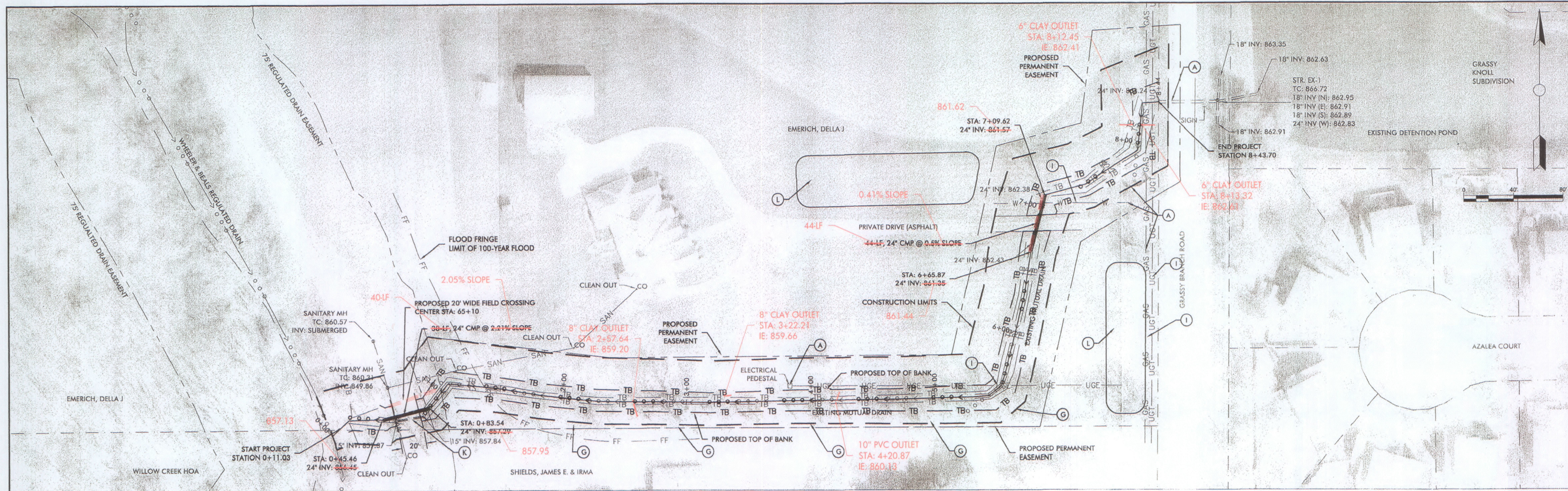
"FINDINGS AND ORDER

CONCERNING THE PARTIAL VACATION OF THE

Cool Creek Drain, J.M. Thompson Arm of Anna Kendall Arm - Partial Vacation

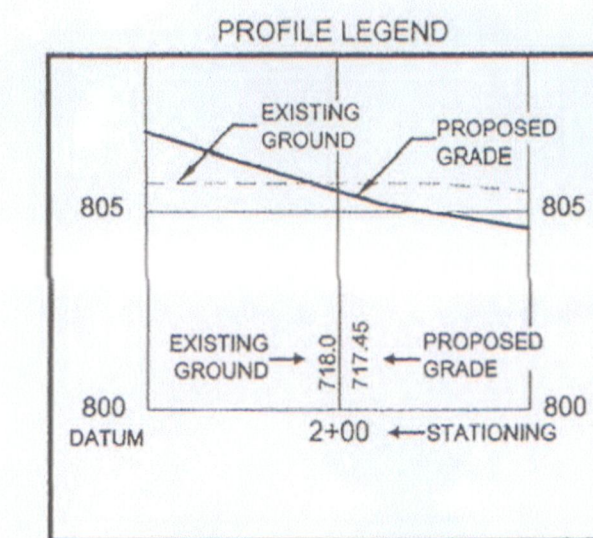
Hamilton County Drainage Board
August 28, 2017

S:\E-Surv\Projects\Regulated Drains\Cool Creek\Grassy Knoll\3D (Production Drawings)\Grassy Knoll Construction Drawings GRD 070517.dwg
 Jul 07, 2017 - 8:45 am



HATCH LEGEND	
	CLEAR EXISTING TREES, WOODY VEGETATION AND BRUSH
	7-9" GRADED RIP-RAP IN GABION BASKET OR RENO MATTRESS PER DETAIL 0-4
	ASPHALT DRIVE REMOVAL AND REPAIR PER DETAIL M-1 ON SHEET 4
	SEEDING. SEE PROJECT MANUAL FOR APPLICATION RATES, SEED MIX, SURFACE ROUGHENING AND STRAW MULCHING

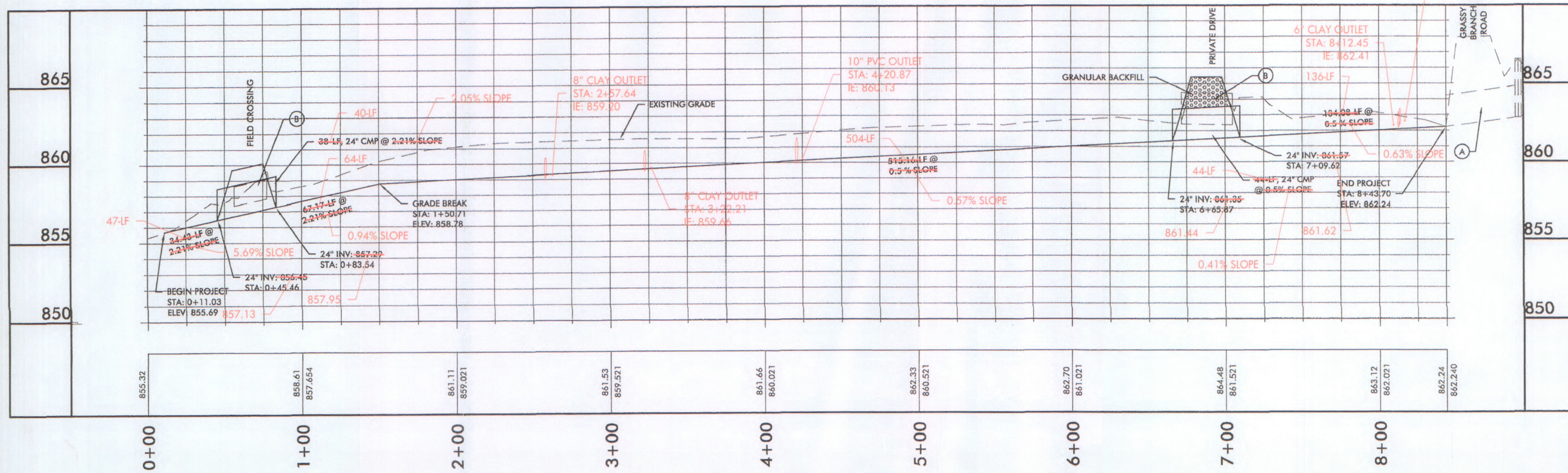
EXISTING LEGEND	
	EASEMENT LINE
	PROPERTY LINE
	OHE OVERHEAD ELECTRIC
	UGT UNDERGROUND TELEPHONE
	FENCE
	W WATER
	UGE UNDERGROUND ELECTRIC
	GAS UNDERGROUND GAS
	FF FLOOD FRINGE
	CONSTRUCTION LIMITS



PLAN VIEW SCALE: 1"=40'
 PROFILE VIEW HORIZONTAL SCALE: 1"=40' VERTICAL SCALE: 1"=4'

- (A) EXISTING IMPROVEMENT TO REMAIN
- (B) EXISTING CULVERT TO BE REMOVED
- (C) ASPHALT DRIVE REMOVAL AND REPAIR PER DETAIL M-1 ON SHEET 4.
- (D) CONSTRUCTION ENTRANCE PER DETAIL 2 ON SHEET 1. LOCATION IS APPROXIMATE AND SHALL BE FINALIZED BASED ON FIELD CONDITIONS. ENTRANCE SHALL BE REMOVED COMPLETELY AFTER WORK IS COMPLETE. THE AREA SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER INCLUDING PLACEMENT OF TOPSOIL IN AREA OF ENTRANCE.
- (E) CLEAR EXISTING TREES, WOODY VEGETATION AND BRUSH
- (F) SILT FENCE PER DETAIL 1 ON SHEET 1 AT LENGTH SHOWN.
- (G) NO CLEARING OF TREES ALONG PROPERTY LINE. ONLY TRIM BRANCHES THAT INTERFERE WITH THE WORK. PRUNE LIMBS AT TRUNK OF TREE.
- (H) FIBER ROLLS, 12" DIAMETER INSTALLED AND STAKED PER MANUFACTURERS RECOMMENDATIONS AT LENGTH SHOWN
- (I) EXISTING UNDERGROUND IMPROVEMENT. LOCATION AND DEPTH NOT VERIFIED
- (J) RIP-RAP AT CULVERT OUTLET PER DETAIL C-2 ON SHEET 4.
- (K) FILL OLD SURFACE SWALE AND CULVERT TRENCH IN THIS AREA.
- (L) POTENTIAL LANDSCAPE MOUND OR OTHER IMPROVEMENT. EXCESS SOIL FROM EXCAVATION SHALL BE PLACED ON-SITE AT LOCATIONS AND CONFIGURATIONS SPECIFIED BY THE PROPERTY OWNER. REFER TO GENERAL NOTES ON SHEET 4.

AS-BUILT RECORD DRAWING



"AS-BUILT" CERTIFICATION

"AS BUILT" INFORMATION COLLECTED BY HAMILTON COUNTY SURVEYOR'S OFFICE. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, A TRUE AND CORRECT REPRESENTATION OF THE LOCATIONS AND ELEVATIONS OF THE "AS-BUILT" REGULATED DRAIN IMPROVEMENTS. INFORMATION OBTAINED BY FIELD SURVEY BETWEEN 07/01/2018 - 08/14/2018

CERTIFIED BY:
 BRIAN K. RAYL, PS
 PROFESSIONAL SURVEYOR
 INDIANA LICENSE NO. 20100070
 DATE: OCTOBER 10, 2018

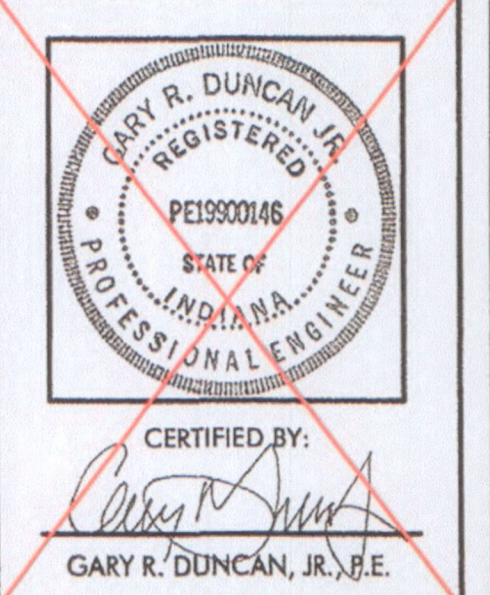


HAMILTON COUNTY, INDIANA
 HAMILTON COUNTY SURVEYOR'S OFFICE
 HAMILTON COUNTY GOVERNMENT/JUDICIAL CENTER
 ONE HAMILTON COUNTY SQUARE, SUITE 188
 NOBLESVILLE, IN 46060
 PHONE: (317) 776-8495
 FAX: (317) 776-9628
 SURVEYOR@HAMILTONCOUNTY.IN.GOV



PROJECT NO:	04-16
WATERSHED NO:	
FIELD BY:	SF
DRAWN BY:	GD
CHECKED BY:	JL
DATE:	06/29/16

BY:	
DATE:	
REVISIONS:	



CERTIFIED BY:
 GARY R. DUNCAN, JR., P.E.

PROJECT NAME:
 GRASSY KNOLL OUTLET
AS-BUILT RECORD DRAWING
 PLAN & PROFILE
 SHEET NO.
 2 OF 4

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR SURVEYOR LOCATION REPORT