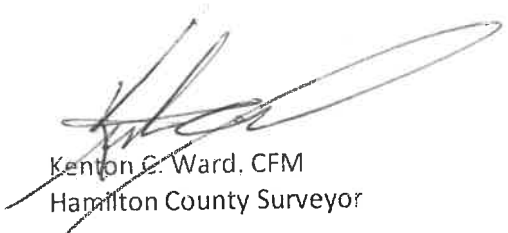


I believe this proposed drain meets the requirements for urban drain classification as set out in IC 36-9-27-67 to 69. Therefore, this drain shall be designed as an urban drain.

I recommend that upon approval of the above proposed drain that the Board also approve the attached non-enforcement request. The nonenforcement is for the altering of the regulated drain easement widths as shown in the above referenced plans and secondary plat designed American Structurepoint.

I recommend the Board set a hearing for this proposed drain for April 24, 2023.



Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/pll

HAMILTON COUNTY DRAINAGE BOARD
NOBLESVILLE, INDIANA


IN RE: Union Square at Grand Junction)
Hamilton County, Indiana)

PETITION FOR RELOCATION AND RECONSTRUCTION

Union Square Plaza LLC (hereinafter "Petitioner"),
hereby petitions the Hamilton County Drainage Board for authority to relocate and improve a
section of the Anna Kendall Drain, and in support of
said petition advises the Board that:

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

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



Signed

Erik Dirks

Printed

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Trini Beaver
HAMILTON County Recorder IN
Recorded as Presented



MAINTENANCE AGREEMENT FOR PORTIONS OF THE
JM THOMPSON DRAIN LOCATED IN WESTFIELD, INDIANA

Document Cross Reference No. 2022059891

THIS MAINTENANCE AGREEMENT ("the Agreement"), entered as of this 27th day of March, 2023, ("Effective Date"), by and between HAMILTON COUNTY DRAINAGE BOARD ("the Drainage Board"); and Union Square Multifamily Phase I, LLC, an Indiana limited liability company ("Union Square Multifamily");

WITNESSTH

WHEREAS, Union Square Plaza, LLC, ("Union Square Plaza") was the previous owner of a parcel of land located within the City of Westfield, Hamilton County, Indiana, which parcel is generally bounded on the north by State Road 32; on the east by Union Street; on the south by Jersey Street; and on the west by Mill Street ("the Union Square Real Estate"); and

WHEREAS, part of the Union Square Real Estate has been transferred to Union Square Multifamily Phase I, LLC, ("Union Square Multifamily"), pursuant to a Special Warranty Deed recorded in the office of the Hamilton County Recorder as Instrument Number 2022059891, which parcel is described in the attached as Exhibit A and is hereinafter referred to as the Union Square Multifamily Real Estate; and

WHEREAS, the Drainage Board is a public body with responsibility for managing certain drainage facilities, including regulated drains, within Hamilton County pursuant to Indiana Code 36-9-27; and

WHEREAS, a regulated drain, known as the JM Thompson Drain ("the Regulated Drain") presently conveys storm water collected north of the Union Square Real Estate; collects storm water from the Union Square Real Estate and conveys the storm water south, away from the Union Square Real Estate; and,

WHEREAS, the portion of the Regulated Drain presently located within the Union Square Real Estate is an open ditch, which is generally adequate to collect and convey stormwater as part of the Regulated Drain; and,

WHEREAS, pursuant to Indiana Code 36-9-27-1, et. seq., the Drainage Board has duties and powers concerning the location, maintenance, and reconstruction of regulated drains; and,

WHEREAS, Indiana Code 36-9-27-33(a) provides that the Drainage Board has right of entry ("the Regulated Drainage Easement") upon land lying within seventy-five (75) feet of the centerline of any tile drain, or seventy-five (75) feet from the top of the bank for an open ditch which is part of a regulated drain; and,

WHEREAS, Union Square Multifamily, has agreed to reconstruct the part of the Regulated Drain located upon the Union Square Real Estate; and,

WHEREAS, Union Square Multifamily desires to replace the existing open ditch drain located on the Union Square Real Estate, with a buried culvert ("the Culvert Drain"), and also desires to substantially reduce the width of the Regulated Drainage Easement for the part of the Regulated Drain located on the Union Square Real Estate; and,

WHEREAS, the Culvert Drain will be located within a drainage easement platted by Union Square Plaza ("the Culvert Drainage Easement"), which Culvert Drainage Easement shall include the fourteen (14) foot width of the Culvert Drain, plus an additional ten (10) feet on both the east, and west sides of the Culvert Drain; and,

WHEREAS, in partial consideration of the Drainage Board's agreement to permit the existing open ditch to be replaced with the Culvert Drain; and agreement to reduce the width of the statutory Regulated Drainage Easement through the Union Square Real Estate, Union Square Multifamily has agreed to install the Culvert Drain within the thirty-four (34) foot wide Culvert Drainage Easement; and,

WHEREAS, Union Square Multifamily, has agreed, on behalf of itself, and its successors in title to the Union Square Multifamily Real Estate, to pay all future costs of repair and maintenance of the Culvert Drain.

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

1. Prior to construction of the Culvert Drain, Union Square Multifamily, or its designee, shall submit the plans to the Hamilton County Surveyor for construction of the Culvert Drain and all other drainage structures upon the Union Square Real Estate, including detention facilities. Those plans shall be timely considered for approval by the Hamilton County Surveyor and the Drainage Board after a statutorily mandated public hearing.
2. The Culvert Drain shall run north and south through the Union Square Real Estate; shall begin along the southern right of way of State Road 32; and shall terminate at a line approximately twenty-five (25) feet north of the northern right of way of Jersey Street.
3. The Culvert Drain shall be constructed by Union Square's contractors in conformance with the construction plans to be approved by the Hamilton County Surveyor and the Drainage Board, which plans shall include manholes or other structures necessary to provide reasonable access to inspect and maintain the Culvert Drain.
4. The Culvert Drain, shall be maintained and repaired by the Drainage Board, so that the Culvert Drain is in good condition and working order and in compliance with all applicable laws, statutes, ordinances, rules and regulations.
5. Union Square Multifamily, and its successors in interest to title to the Union Square Multifamily Real Estate shall reimburse the Drainage Board's costs for all future repair or maintenance of the Culvert Drain. The Drainage Board shall maintain and repair the Culvert Drain in the same manner, and to the same degree, as similar regulated drains located in Hamilton County, Indiana.

6. In partial consideration of Union Square Multifamily's agreement to construct the Culvert Drain and to reimburse the Drainage Board for the maintenance costs of the Culvert Drain, the Drainage Board may allow placement of improvements within the Culvert Drainage Easement which do not interfere with the use and/or maintenance of the Culvert Drain.

7. The Improvements within the Culvert Drainage Easement may include asphalt and/or concrete walks, trails, retaining walls, steps, parking surfaces, lights and light poles, landscaping, benches, chairs, and tables ("the Improvements"). Plans showing the location and types of Improvements proposed by Union Square Multifamily within the Culvert Drain easement shall be provided to the Hamilton County Surveyor and the Drainage Board for review and approval prior to installation.

8. In the event the Drainage Board undertakes necessary maintenance or replacement of any part of the Culvert Drain, the Drainage Board shall, if feasible, undertake such activities in a manner that minimizes damage, disturbance, or removal of all, or part of, the Improvements. The Drainage Board shall consult with Union Square Multifamily, or its successor in interest with respect to the manner of undertaking such maintenance and repair activities in order to reasonably minimize the removal, or restoration of the Improvements. In the event it is necessary, as part of any planned maintenance project, to remove any Improvements within the Culvert Drainage Easement; the Surveyor shall provide at least sixty (60) days' notice of the beginning of any planned maintenance of the Culvert Drain, unless the maintenance is an emergency. The Drainage Board may provide notice of emergency maintenance within a reasonable time of becoming aware of the need for emergency maintenance.

9. If Union Square Plaza does not remove any improvements within the time necessary for any maintenance or reconstruction of the Culvert Drain, the Improvements, whether moveable or not, may be removed by the Drainage Board or its contractors, and neither the Drainage Board, the Hamilton County Surveyor, or any of their contractors, employees, or designees shall be liable for any costs of removal, demolition, replacement, or repair, or other damages to the Improvements.

10. The Drainage Board shall reasonably maintain and repair all portions of the Regulated Drain upstream and downstream from the Culvert Drain, in good condition and working order, consistent with the manner in which the Drainage Board maintains other regulated drains within Hamilton County.

11. No utility may place any of the utility's equipment within the Culvert Drainage Easement without the prior written approval of the Drainage Board, which approval shall be at the total discretion of the Drainage Board. Any approval by the Drainage Board will expressly provide that all utility equipment within the Culvert Drainage Easement will be subject to the Drainage Board's right to remove such utility equipment upon thirty (30) days' notice to the utility, unless the maintenance is an emergency. If an emergency exists, or utility's equipment is not removed immediately after notice, the Drainage Board, and/or its designated contractor, may remove the utility's equipment without notice or liability to the utility. Any written approval for installation of utility equipment within the Culvert Drainage Easement will include a release of the Drainage Board for all costs of damage, replacement, or reinstallation of any of the utility's equipment or facilities and an agreement to hold harmless and indemnify the Drainage Board, Hamilton County, and/or its contractors for any claims resulting from the removal or damage to the utility's equipment.

12. In the event it is necessary for the Drainage Board to perform maintenance, repair, or replacement of any part of the Culvert Drain, Union Square Multifamily, and its successors in title to Union Square Multifamily Real Estate shall reimburse the Drainage Board, for all costs, charges, and expenses reasonably incurred by the Drainage Board in performing such maintenance, repair, or replacement of the Culvert Drain. An estimate of the costs shall be provided to Union Square Multifamily prior to the maintenance, repair, or replacement unless the maintenance is an emergency. Payment by Union Square Multifamily shall be made within sixty (60) days after receipt of an invoice from the Drainage Board or its contractor.

13. In the event of a failure of Union Square Multifamily, or its successors in interest to the Union Square Multifamily Real Estate to reimburse the Drainage Board the maintenance costs within sixty (60) days of demand, the Drainage Board may collect its costs, plus reasonable attorney's fees, costs of collection, and

interest at the rate of ten (10) percent by an assessment against the Union Square Multifamily, Phase I, LLC, ("the Assessment"). The Assessment may be collected by any lawful means, including entering an Assessment against the Union Square Multifamily Real Estate, as authorized by Indiana Code 36-9-27-86. The Assessment will be included on the next semi-annual tax bill for the Union Square Multifamily Real Estate, and if not timely paid, the assessment shall be collected pursuant to the Indiana Tax Sale statutes.

14. In partial consideration of the mutual obligations described in this Agreement, Union Square Multifamily acknowledges the following:

- a. Any Assessment for unpaid maintenance costs shall be a lien against the Union Square Multifamily Real Estate described in Exhibit A. That lien shall be superior to all liens, other than the lien for real property taxes, pursuant to Indiana Code 36-9-27-89(a).
- b. Union Square Multifamily waives the right, provided by Indiana Code 36-9-27-84(a), to have the maintenance costs of the Culvert Drain to be apportioned among any landowners other than Union Square Multifamily who might be benefitted by the maintenance to the Culvert Drain;
- c. Union Square Multifamily acknowledges that an Assessment for maintenance is due on the date the Assessment is Certified to the Hamilton County Auditor and waives the right to defer payment of any of the maintenance Assessment over five (5) years as permitted by Indiana Code 36-9-27-88;

15. The costs of reconstruction and maintenance of the Culvert Drain paid by Union Square Multifamily under this Agreement shall not in any way limit, or prohibit, the Drainage Board from imposing and collecting assessments from Union Square Multifamily or its successors in title, which may be imposed by the Drainage Board for maintenance and/or reconstruction for any other parts of the RN Thompson Regulated Drain.

16. Each party agrees in good faith to take such further actions and execute, acknowledge, and deliver, such further documents and instruments as may be necessary or appropriate to fully carry out the intent and purpose to this Agreement.

17. This Agreement and all instruments or documents entered into, pursuant to this Agreement, are binding upon, and shall inure to the benefit of Union Square Multifamily Phase I, LLC, and its successors and assigns as owners of the Union Square Multifamily Real Estate. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Drainage Board and the owner(s) of the Union Square Plaza Multifamily Real Estate.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, with the same effect as if all parties had signed the same signature page.

19. This Agreement shall be recorded in the Office of the Hamilton County Recorder, cross referenced to the last Deed of record to Union Square Multifamily, Phase I, LLC.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

"THE BOARD"

HAMILTON COUNTY DRAINAGE BOARD

Christine Altman
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)

Before me, a Notary Public in and for the State of Indiana, personally appeared Christine Altman, Mark E. Heirbrandt, and Steven C. Dillinger, as members of the Hamilton County Drainage Board, and Lynette Mosbaugh, as Secretary of the Hamilton County Drainage Board, who acknowledged the execution of the foregoing Maintenance Agreement for and on behalf of such the Board.

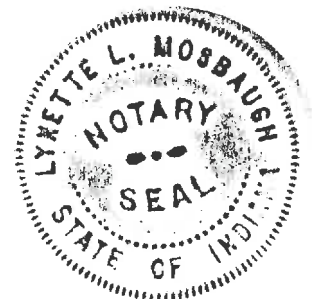
Subscribed and sworn to before me this 27th day of March, 2023.

Michael A Howard
Notary Public

Hamilton
County of Residence

Michael A Howard
Printed

My Commission Expires: *April 7, 2023*



"UNION SQUARE"

Union Square Multifamily, Phase I, LLC, an Indiana limited liability company

By: J.W. Moffett
Printed: Justin W. Moffett
Title: Manager

ATTEST:

By: Kimberly Hansen
Printed: Kimberly Hansen
Title: Vice President

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:



Before me, a Notary Public in and for the State of INDIANA, personally appeared JUSTIN MOFFETT as MANAGER and KIMBERLY HANSEN as VP of the Union Square Multifamily, Phase I, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Maintenance Agreement for and on behalf of such limited liability company.

Subscribed and sworn to before me this 21st day of March, 2023.

K M May
Notary Public

HAMILTON
County of Residence

K M May
Printed

My Commission Expires: 6/13/2029

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

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

EXHIBIT A

LEGAL DESCRIPTION

Tract 1 (outdoor common area, multifamily and commercial area)

Part of Lots 23, 24, 48 and 47 along with part of the 12-foot West Alley and part of the 16.5-foot Vine Alley adjoining said lots in the Original plat of the Town of Westfield as recorded in Book D, page 121; Part of Lots 1, 9, 10, 15, and 16 and the 12 foot alley lying between said lots 1 and 9 in Roberts Addition to Westfield, the plat of which is recorded Book 39, page 433 and part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Washington Township, Hamilton County, Indiana, with the bearings herein based upon Indiana Geospatial Coordinate System's (InGCS) "Hamilton" Zone, described as follows:

Commencing at the northeast corner of said Lot 23; thence South 0 degrees 31 minutes 56 seconds East 29.84 feet along the east line of said lot; thence South 89 degrees 28 minutes 4 seconds West 27.00 feet to point of beginning of this description: thence South 0 degrees 31 minutes 56 seconds East 262.14 feet; thence South 86 degrees 59 minutes 18 seconds West 57.54 feet; thence South 86 degrees 30 minutes 9 seconds West 107.35 feet; thence South 89 degrees 36 minutes 28 seconds West 299.58 feet; thence North 4 degrees 53 minutes 46 seconds West 17.10 feet; thence North 4 degrees 18 minutes 3 seconds West 11.71 feet; thence North 3 degrees 53 minutes 48 seconds West 36.09 feet; thence North 3 degrees 29 minutes 56 seconds West 2.38 feet; thence North 2 degrees 58 minutes 7 seconds West 35.36 feet; thence North 2 degrees 17 minutes 13 seconds West 11.97 feet; thence North 01 degree 16 minutes 32 seconds West 24.05 feet; thence North 0 degrees 50 minutes 12 seconds West 133.01 feet; thence North 89 degrees 32 minutes 4 seconds East 111.73 feet; thence North 89 degrees 46 minutes 13 seconds East 359.75 feet to the point of beginning and containing 126,656 square feet or 2.908 acres, more or less.

Excepting therefrom the following three (3) parcels:

Exception Parcel 1

Tract 1 (lower level parking garage)

That portion of the following described tract lying below a horizontal plane having an elevation of 884.70 feet (North American Vertical Datum of 1988):

Part of Lots 1, 9, 10, 15, and 16 and a part of the 12 foot alley lying between said lots 1 and 9, in Roberts Addition to Westfield, the plat of which is recorded Book 39, page 433 and part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Washington Township, Hamilton County, Indiana, with the bearings herein based upon Indiana Geospatial Coordinate System's (InGCS) "Hamilton" Zone, described as follows: Commencing at the southwest corner of said Lot 10; thence North 0 degrees 59 minutes 58 seconds West 43.49 feet along the west line of said Lot 10; thence North 89 degrees 0 minutes 2 seconds East 19.92 feet to the point of beginning of this description: thence North 0 degrees 23 minutes 28 seconds West 214.74 feet; thence South 89 degrees 36 minutes 32 seconds West 1.00 feet; thence North 0 degrees 23 minutes

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28 seconds West 8.67 feet; thence North 89 degrees 36 minutes 32 seconds East 1.00 feet; thence North 0 degrees 23 minutes 28 seconds West 30.50 feet; thence North 89 degrees 36 minutes 32 seconds East 252.00 feet; thence South 0 degrees 23 minutes 28 seconds East 30.50 feet; thence North 89 degrees 36 minutes 32 seconds East 1.00 feet; thence South 0 degrees 23 minutes 28 seconds East 8.67 feet; thence South 89 degrees 36 minutes 32 seconds West 1.00 feet; thence South 0 degrees 23 minutes 28 seconds East 214.74 feet; thence South 89 degrees 36 minutes 32 seconds West 30.50 feet; thence South 0 degrees 23 minutes 28 seconds East 1.00 feet; thence South 89 degrees 36 minutes 32 seconds West 8.67 feet; thence North 0 degrees 23 minutes 28 seconds West 1.00 feet; thence South 89 degrees 36 minutes 32 seconds West 30.50 feet; thence North 0 degrees 23 minutes 28 seconds West 9.92 feet; thence South 89 degrees 36 minutes 32 seconds West 112.67 feet; thence South 0 degrees 23 minutes 28 seconds East 9.92 feet; thence South 89 degrees 36 minutes 32 seconds West 30.50 feet; thence South 0 degrees 23 minutes 28 seconds East 1.00 feet; thence South 89 degrees 36 minutes 32 seconds West 8.67 feet; thence North 0 degrees 23 minutes 28 seconds West 1.00 feet; thence South 89 degrees 36 minutes 32 seconds West 30.50 feet to the point of beginning and containing 62,903 square feet or 1.444 acres, more or less.

Tract 2 (upper level parking garage)

That portion of the following described tract lying below a horizontal plane having an elevation of 900.70 feet (North American Vertical Datum of 1988) and lying above a horizontal plane having an elevation of 884.70 feet:

Part of Lots 1, 9, 10, 15, and 16 and a part the 12 foot alley lying between said lots 1 and 9, in Roberts Addition to

Westfield, the plat of which is recorded Book 39, page 433 and part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Washington Township, Hamilton County, Indiana, with the bearings herein based upon Indiana Geospatial Coordinate System's (InGCS) "Hamilton" Zone, described as follows: Commencing at the southwest corner of said Lot 10; thence North 0 degrees 59 minutes 58 seconds West 120.49 feet along the west line of said Lot 10 and a portion of the west line of said Lot 9; thence North 89 degrees 00 minutes 2 seconds East 20.74 feet to the point of beginning of this description: thence North 0 degrees 23 minutes 28 seconds West 137.74 feet; thence South 89 degrees 36 minutes 32 seconds West 1.00 feet; thence North 0 degrees 23 minutes 28 seconds West 8.67 feet; thence North 89 degrees 36 minutes 32 seconds East 1.00 feet; thence North 0 degrees 23 minutes 28 seconds West 30.50 feet; thence North 89 degrees 36 minutes 32 seconds East 252.00 feet; thence South 0 degrees 23 minutes 28 seconds East 30.50 feet; thence North 89 degrees 36 minutes 32 seconds East 1.00 feet; thence South 0 degrees 23 minutes 28 seconds East 8.67 feet; thence South 89 degrees 36 minutes 32 seconds West 1.00 feet; thence South 0 degrees 23 minutes 28 seconds East 137.74 feet; thence South 89 degrees 36 minutes 32 seconds West 20.40 feet; thence South 0 degrees 23 minutes 28 seconds East 8.54 feet; thence South 89 degrees 36 minutes 32 seconds West 92.02 feet; thence North 0 degrees 23 minutes 28 seconds West 4.54 feet; thence South 89 degrees 36 minutes 32 seconds West 40.92 feet; thence South 0 degrees 23 minutes 28 seconds East 4.54 feet; thence South 89 degrees 36 minutes 32 seconds West 86.11 feet; thence North 0 degrees 23 minutes 28 seconds West 8.54 feet; thence South 89 degrees 36 minutes 32 seconds West 12.55 feet to the point of beginning and containing 46,283 square feet or 1.063 acres, more or less.

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Exception Parcel 2 (office parcel)

Part of Lots 23 and 24 in the Original plat of the Town of Westfield as recorded in Book D, page 121, located in Northeast Quarter of Section 1, Township 18 North, Range 3 East, Washington Township, Hamilton County, Indiana, with the bearings herein based upon Indiana Geospatial Coordinate System's (InGCS) "Hamilton" Zone, described as follows:

Commencing at the northeast corner of said Lot 23; thence South 0 degrees 31 minutes 56 seconds East 31.24 feet along the east line of said lot; thence South 89 degrees 28 minutes 4 seconds West 27.00 feet to the point of beginning of this description: thence South 0 degrees 23 minutes 28 seconds East 80.00 feet; thence South 89 degrees 36 minutes 32 seconds West 130.00 feet; thence North 0 degrees 23 minutes 28 seconds West 80.00 feet; thence North 89 degrees 36 minutes 32 seconds East 130.00 feet to the point of beginning and containing 10,400 square feet or 0.239 acres, more or less.

Exception Parcel 3 (union building parcel)

Part of Lots 47 and 48 in the Original plat of the Town of Westfield as recorded in Book D, page 121, located in Northeast Quarter of Section 1, Township 18 North, Range 3 East, Washington Township, Hamilton County, Indiana, with the bearings herein based upon Indiana Geospatial Coordinate System's (InGCS) "Hamilton" Zone, described as follows:

Commencing at the southeast corner of said Lot 47; thence North 0 degrees 31 minutes 56 seconds West 75.94 feet along the east line of said lot; thence South 89 degrees 28 minutes 4 seconds West 27.55 feet to the point of beginning of this description: thence South 89 degrees 36 minutes 32 seconds West 130.00 feet; thence North 0 degrees 23 minutes 28 seconds West 60.00 feet; thence North 89 degrees 36 minutes 32 seconds East 130.00 feet; thence South 0 degrees 23 minutes 28 seconds East 60.00 feet to the point of beginning and containing 7,800 square feet or 0.179 acres, more or less.

Tract 2 (easements)

Easements for support, pedestrian access, vehicular access, parking, equipments/systems, maintenance and encroachments as set out in Declaration executed by and among Union Square Plaza LLC, City of Westfield Building Corporation, the City of Westfield Redevelopment Commission, and the City of Westfield, Indiana, dated September 27, 2022, and recorded October 3, 2022, as Instrument 2022048270.

FINDINGS AND ORDER

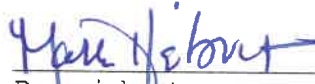
CONCERNING THE MAINTENANCE OF THE

Cool Creek, Anna Kendall Drain, J. M. Thompson Arm
Union Square at Grand Junction

On this 24th day of April, 2023, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the Cool Creek, Anna Kendall Drain, J. M. Thompson Arm, Union Square at Grand Junction.

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

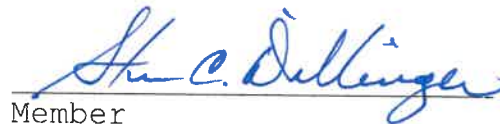
HAMILTON COUNTY DRAINAGE BOARD



President



Member



Member

Attest: 
Executive Secretary

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

BEFORE THE HAMILTON COUNTY
DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN THE MATTER OF THE
RECONSTRUCTION OF THE
**Cool Creek, Anna Kendall Drain, J. M. Thompson Arm, Union Square at
Grand Junction**

FINDINGS AND ORDER FOR RECONSTRUCTION

The matter of the proposed Reconstruction of the **Cool Creek, Anna Kendall Drain, J. M. Thompson Arm, Union Square at Grand Junction** came before the Hamilton County Drainage Board for hearing **on April 24, 2023**, 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 **Cool Creek, Anna Kendall Drain, J. M. Thompson Arm, Union Square at Grant Junction** 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

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF

*Cool Creek, Anna Kendall Drain, J. M. Thompson Arm
Union Square at Grand Junction*

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 **Cool Creek, Anna Kendall Drain, J. M. Thompson Arm, Union Square at Grand Junction** on **April 24, 2023** at **9:00 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 **Cool Creek, Anna Kendall Drain, J. M. Thompson Arm, Union Square at Grand Junction**

NOTICE

Notice is hereby given that the Hamilton County Drainage Board at its regular meeting **April 24, 2023** 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