

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

September 26, 2014

To: Hamilton County Drainage Board

Re: Little Eagle Creek Drain, Maple Knoll Section 6 Arm

Attached is a petition filed by Maple Knoll Developer, LLC, along with a non-enforcement request, plans, calculations, quantity summary and assessment roll for the Maple Knoll Section 6 Arm, Little Eagle Creek Drain to be located in Washington Township. I have reviewed the submittals and petition and have found each to be in proper form.

I have made a personal inspection of the land described in the petition. Upon doing so, I believe that 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 will consist of the following:

12" RCP	941 ft.	15" RCP	150 ft.
18" RCP	916 ft.	24" RCP	401 ft.
27" RCP	38 ft.	30" RCP	509 ft.
36" RCP	1,418 ft.	6" SSD	6,447 ft.
Open Ditch	560 ft.		

The total length of the drain will be 11,380 feet.

The open ditch (temporary) list above is from Str. 327D to the existing retention pond south of Section 5, which will be expanded in the future when additional sections are constructed.

With this section of Maple Knoll, part of the W.C. Clark Arm to the John Edwards Arm of Little Eagle Creek Regulated Drain will be vacated. The drain will be removed and vacated from Str. 0+00 to Sta. 5+00, removing 500 feet of drain from the Little Eagle Creek Regulated Drain length.

The retention pond (Lake #9) located in Common Area #17 is to be considered part of the regulated drain. Pond maintenance assumed by the Drainage Board shall include the inlet and outlet as part of the regulated drain. The maintenance of the ponds (Lake #3) such as sediment removal and erosion control along the bank, mowing and aquatic vegetation control will be the responsibility of the Homeowners Association. The Board will also retain jurisdiction for ensuring the storage volume for which the pond was designed will be retained, thereby, allowing no fill or easement encroachments.

The subsurface drains (SSD) to be part of the regulated drain are those located under the curbs and those main lines in rear yards. Only the main SSD lines which are located within the easement or right of way are to be maintained as regulated drain. Laterals for individual lots will not be considered part of the regulated drain. The portion of the SSD which will be regulated other than those under curbs are as follows:

- Rear yard lot 362 from Str. 495 to Str. 495A
- Rear yard lots 363 to 364 from Str. 495A running east to riser
- Rear yard lot 357 from Str.306A running west to riser
- Rear yard lots 358 to 359 from Str. 306 to Str. 306A
- Rear yard lots 360 to 361 from Str. 306 running east to riser
- Rear yard lots 372 to 380 from Str. 487 to Str. 320
- Rear yard lot 390 from Str. 303 to Str. 303A
- Rear yard lots 388 to 390 from Str. 303B to Str. 303A
- Rear yard lots 386 to 388 from Str. 311 to Str. 303B
- Rear yard lots 383 to 386 from Str. 310A to Str. 311
- Side yard lot 380 from Str. 320 running east to riser

I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$65.00 per platted lot, \$10.00 per acre for common areas, with a \$65.00 minimum, and \$10.00 per acre for roadways. With this assessment the total annual assessment for this drain will be \$3,202.80.

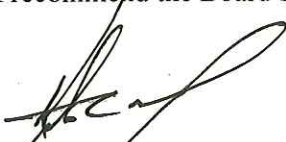
The petitioner has submitted surety for the proposed drain at this time. The sureties which are in the form of a Performance Bond from contractor and cash bond from developer are as follows:

Agent: Merchants Bonding Company
Date: June 15, 2014
Number: INC 59557
For: Storm Sewers & Sub-Surface Drains
Amount: \$407,424.00

I believe this proposed drain meets the requirements for Urban Drain Classification as set out in IC 36-9-27-67 to 69. Therefore, this drain shall be designated as an Urban Drain.

I recommend that upon approval of the above proposed drain that the Board also approve the attached non-enforcement requests. The request will be for the reduction of the regulated drain easement to those easement widths as shown on the secondary plats for Maple Knoll Section 6 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for November 24, 2014.



Kenton C. Ward, CFM
Hamilton County Surveyor
KCW/pll

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

FILED

FEB 28 2014

TO: HAMILTON COUNTY DRAINAGE BOARD
% Hamilton County Surveyor
One Hamilton County Square, Suite 188
Noblesville, IN. 46060-2230

OFFICE OF HAMILTON COUNTY SURVEYOR

In the matter of Maple Knoll Subdivision, Section
6 Drain Petition.

Petitioner is the owner of all lots in the land affected by the proposed new regulated drain. The drainage will affect various lots in Maple Knoll, Section 6, a subdivision in Hamilton County, Indiana. The general route of such drainage shall be in existing easements and along public roads as shown in the plans on file in the Surveyor's Office.

Petitioner believes that the cost, damages and expenses of the proposed improvement will be less than the benefits which will result to the owners of the land likely to be benefited thereby. Petitioner believes the proposed improvements will:

- (a) improve public health
- (b) benefit a public street
- (c) be of public utility

Petitioner agrees to pay the cost of construction of the drainage system and requests periodic maintenance assessments by the Board thereafter.

The Petitioner also agrees to the following:

1. To provide the Drainage Board a Performance Bond or Non-Revocable Letter of Credit for the portion of the drainage system which will be made a regulated drain. The bond will be in the amount of 120% of the Engineer's estimate. The bond will be in effect until construction of 100% of the system is completed and so certified by the Engineer.
2. The Petitioner shall retain an Engineer throughout the construction phase. At completion of the project the Petitioner's Engineer shall certify that the drainage system which is to be maintained as a regulated drain has been constructed as per construction plans.
3. The Petitioner agrees to request in writing to the County Surveyor any changes from the approved plan and must receive written authorization from the County Surveyor prior to implementation of the change. All changes shall be documented and given to the Surveyor to be placed in the Drain file.
4. The Petitioner shall instruct his Engineer to provide a reproducible print on a 24" x 36" Mylar of the final design of the Drainage System. This shall be submitted to the County Surveyor prior to the release of the Performance Bond.
5. The Petitioner shall comply with the Erosion Control Plan as specified on the construction plans. Failure to comply with the Erosion Control Plan shall be determined by the Board as being an obstruction to the drainage system. The County Surveyor shall immediately install or repair the needed measures at Petitioners cost as per IC 36-9-27-46.

The Petitioner further requests that the Drain be classified as an Urban Drain as per IC 36-9-27-69(d).

RECORDED OWNER(S) OF LAND INVOLVED



Signed

Kenneth R. Brasseur

Printed Name

March 3, 2014

Date

Signed

Printed Name

Date

Signed

Printed Name

Date

Signed

Printed Name

Date

FINDINGS AND ORDER

CONCERNING THE PARTIAL VACATION OF THE


Little Eagle Creek Drain, John Edwards Arm, W. C. Clark Arm
Maple Knoll Section 6

Station 0+00 to Station 5+00

On this 24th day of November, 2014, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the *Little Eagle Creek Drain, John Edwards Arm, W. C. Clark Arm, Maple Knoll Section 6; Station 0+00 to Station 5+00.*

Evidence has been heard. Objections were presented and considered. The Board then adopted an order of action. The Board now finds that the costs of continued maintenance to the portion of the above drain exceed the benefits to the real estate benefited by the portion of the drain to be abandoned and issues this order vacating the above section of the *Little Eagle Creek Drain, John Edwards Arm, W. C. Clark Arm, Maple Knoll Section 6; Station 0+00 to Station 5+00.*

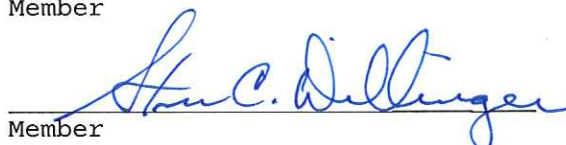
HAMILTON COUNTY DRAINAGE BOARD



President



Member



Member

Attest: 

FINDINGS AND ORDER


CONCERNING THE MAINTENANCE OF THE

Little Eagle Creek Drain, Maple Knoll Section 6


On this 24th day of November, 2014, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the *Little Eagle Creek Drain, Maple Knoll Section 6*.

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



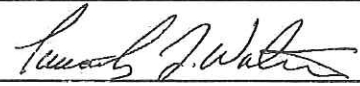
Member

Attest: 
Executive Secretary



Maple Knoll Section 6
 Engineers Estimate - Storm Sewers & Monumentation
 Prepared on: 6/3/14

Item	Unit	Unit Cost	Quantities	Cost
Storm Drainage				
12" Pipe	LF	\$ 23.75	941	\$ 22,349
12" End Section	EA	\$ 635.00	1	\$ 635
12" Trash Guard	EA	\$ 735.00	1	\$ 735
15" Pipe	LF	\$ 24.50	150	\$ 3,675
18" Pipe	LF	\$ 27.50	916	\$ 25,190
24" Pipe	LF	\$ 40.75	401	\$ 16,341
27" Pipe	LF	\$ 43.10	38	\$ 1,638
30" Pipe	LF	\$ 47.65	509	\$ 24,254
36" Pipe	LF	\$ 59.00	1420	\$ 83,780
36" End Section	EA	\$ 1,585.00	2	\$ 3,170
36" Trash Guard	EA	\$ 1,390.00	2	\$ 2,780
Large Storm Manholes & Double Inlets	EA	\$ 2,400.00	3	\$ 7,200
Storm Inlets	EA	\$ 2,200.00	31	\$ 68,200
Sand Backfill and Bedding	TON	\$ 11.10	400.00	\$ 4,440
	Sub-total			\$ 264,390
Sub-surface Drains - under curb	LF	\$ 7.20	5,685	\$ 40,940
Sub-surface Drains - swales	LF	\$ 7.20	2,776	\$ 19,990
Sub-surface Drains - sump laterals	EA	\$ 175.25	44	\$ 7,711
	Total			\$ 333,040
Monuments & Markers				
Lot Corner Monuments	LOT	\$ 100.00	41.00	\$ 4,100
Street Centerline Monumentation	EA	\$ 170.00	14.00	\$ 2,380
	Total			\$ 6,480
Erosion Control				
--> Not Applicable - Property annexed by City of Westfield and governed by Westfield MS4 permit.	LS	NA	NA	NA
	Total			\$ -
Grand Total				\$ 339,520
Per Hamilton County Ordinance - Bond Amount				120% \$ 407,424

BY: 

Timothy J. Walter, P.E.
 Indiana Registration No. 19900152

FILLED
JUN 30 2014

OFFICE OF HAMILTON COUNTY SURVEYOR

317 818-2900 ♦ 317 863-2055 fax

9757 Westpoint Drive, Suite 600 ♦ Indianapolis, IN 46256

MERCHANTS BONDING COMPANY™



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

FILED

JUN 30 2014

SUBDIVISION BOND

Bond No. INC59557

OFFICE OF HAMILTON COUNTY ENGINEER

KNOW ALL PERSONS BY THESE PRESENTS:

THAT we, D & R Excavating, Inc. DBA Earth Resources

as Principal, and Merchants Bonding Company (Mutual) of Des Moines, Iowa (hereinafter called the Surety) are held and firmly bound unto the Hamilton County Surveyor's Office
One Hamilton Square, Suite 188, Noblesville, IN 46060

as Obligee, in the penal sum of Four Hundred Seven Thousand Four Hundred Twenty Four and No/100

dollars (\$407,424.00), lawful money of the United States to the payment of which sum well and truly to be made, the Principal herein firmly binds himself (themselves), their heirs, executors, and administrators, and the said Surety binds itself, its successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the above bounden Principal is platting certain lots entitled Maple Knoll - Section 6

being an official plat lying within the City of Westfield
County of Hamilton, State of Indiana.

WHEREAS, the above bounden Principal has agreed with the Obligee to install the following improvements:

Storm Sewers and Monumentation

ALL such improvements to be completed in accordance with an agreement between the Principal and the Obligee.

NOW, if the Principal shall in all respects fulfill this said obligation according to the terms thereof, and shall satisfy all claims and demands incurred for same, and shall fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Obligee all outlays and expenses which it may incur in making good any such default, then this obligation is to be void and of no effect; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th
day of June, 20 14.

D & R Excavating, Inc
Earth Resources
Principal

By _____

Merchants Bonding Company (Mutual)
Kimberly J. Pace
By _____
Kimberly J. Pace, Attorney-in-Fact

CON 0303 (2/12)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Vickie L. Wolcott, David A. Linthicum, Kimberly J. Pace, Carolyn J. Waggoner, Tiffany T. Williams

of Indianapolis and State of Indiana their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March, 2012.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 2nd day of March, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of June, 2014.



William Warner Jr.
Secretary

POA 0014 (11/11)



**Merchants
Bonding
Company**

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-0344

AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363



ENDORSEMENT

HCB-2014-00031

It is hereby understood and agreed that Bond No.: INC59557

Principal: D & R Excavating, Inc. DBA Earth Resources

Obligee: Hamilton County Surveyor's Office

in the MERCHANTS BONDING COMPANY (Mutual), is changing this bond effective June 5, 2014

FROM:

Hamilton County Surveyor's Office

TO:

Hamilton County Board of Commissioners

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 21st day of July, 2014

FILED

JUL 29 2014

MERCHANTS BONDING COMPANY (Mutual)

By Tiffany F. Williams
Tiffany F. Williams, Attorney-in-Fact

OFFICE OF HAMILTON COUNTY SURVEYOR
SUPERVISOR (5/04)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

**FILE
COPY**

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Vickie L. Wolcott, David A. Linthicum, Kimberly J. Pace, Carolyn J. Waggoner, Tiffany T. Williams

of Indianapolis and State of Indiana their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

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MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

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In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

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In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of July, 2014.



William Warner Jr.
Secretary

POA 0014 (11/11)

FILED

HCDB-2014-00030

ESCROW AGREEMENT

JUN 30 2014

OFFICE OF HAMILTON COUNTY SURVEYOR

This Escrow Agreement entered into by and between Maple Knoll Developer, LLC ("the Developer"), as the Developer of a subdivision named Maple Knoll Section 6 ("the Subdivision"), located south of State Road 32 and east of Ditch Road, and the Board of Commissioners of Hamilton County, acting on behalf of the Hamilton County Drainage Board ("the Drainage Board").

WHEREAS, the Developer is constructing storm sewers, street underdrains, and monuments & markers ("the Project") for the Subdivision; and,

WHEREAS, Earth Resources (the "Contractor") has posted a Performance Bond for the construction of the Project, and,

WHEREAS, the Developer has agreed to post cash in the amount of Thirty Two Thousand Five Hundred Ninety Three Dollars (\$32,593) in lieu of a Performance Bond for the Project, which represents approximately eight percent (8%) of the estimated cost of the project and,

WHEREAS, the Hamilton County Drainage Board is desirous of the Developer completing the Project as quickly as possible.

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

1. The Drainage Board ratifies the plans and specifications for the construction of the Project.
2. The Drainage Board agrees to accept the Thirty Two Thousand Five Hundred Ninety Three Dollars (\$32,593) in cash from the Developer in lieu of performance bond for the construction of the Project.
3. The Developer acknowledges that no residential Improvement location permits will be applied for construction with the Subdivision until the construction of the Project has been completed, inspected, accepted, and delivery of final as-built drawings to the Drainage Board, at which time the cash posted under this Escrow Agreement will be paid to the Developer.
4. In the event the Developer falls to complete the Project pursuant to the approved plans within two hundred ten (210) days of the approval of this Escrow Agreement by the Drainage Board, the surety may be forfeited and the Drainage Board may also file suit against the Developer to recover the Drainage Boards' cost of completing the Project, plus reasonable attorney's fees.

ALL OF WHICH IS AGREED by and between the parties on the date set out herein.

Maple Knoll Developer, LLC

DATED: 06-09-14

By: 

Printed: STEVEN R. EDWARDS

Title: VICE PRESIDENT - CHIEF FINANCIAL OFFICER

ALL OF WHICH IS AGREED BY THE Board of Commissioners of Hamilton County, acting on behalf of the Hamilton County Drainage Board this _____ day of _____, 2014.

BOARD OF COMMISSIONERS OF
HAMILTON COUNTY ON BEHALF OF
THE HAMILTON COUNTY DRAINAGE BOARD

Christine Altman

Mark Heirbrandt

Steven C. Dillinger

ATTEST:

Dawn Coverdale, Auditor

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

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

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF

Little Eagle Creek Drain, Maple Knoll Section 6 Arm

NOTICE

To Whom It May Concern and: _____

Notice is hereby given of the hearing of the Hamilton County Drainage Board on the **Little Eagle Creek Drain, Maple Knoll Section 6 Arm** on **November 24, 2014** at **9:30 A.M.** in Commissioners Court, Hamilton County Judicial Center, One Hamilton County Square, Noblesville, Indiana, and which construction and maintenance reports of the Surveyor and the Schedule of Assessments made 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

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF THE

Little Eagle Creek Drain, Maple Knoll Section 6

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on **November 24, 2014** has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

ONE TIME ONLY