

Drain: Mud Creek/Sand Creek Drain

Improvement-Arm: Booth Snead Arm

Date Approved: January 14, 2008

Drain Input Checklist

- Create Regulated Drain Record in Posse _____
 - Drain Type
 - Outlet (Tab)
 - Outlet Attached
 - Location
 - Twp
 - Certification
 - Drain Number

- Enter Improvement Arm in Posse January 15, 2008
(Construction Amount = Storm Drains, Erosion Control, Sub-surface drain & Earthwork)

- Scan Documents _____
 - Surveyor's Report
 - Engineer's Estimate
 - Bonds
 - Findings and Order
 - Petition

- Create Posse Inspection Job _____

- Enter into Watershed Summary Spreadsheet _____

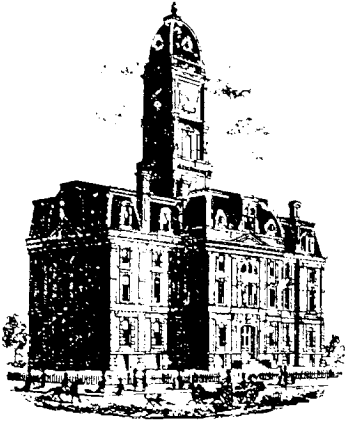
- Check for Vacation of Drain & Map Changes _____

- Check Drainage Easement Classification _____

- Sum drain length & Validate in GIS _____

- Enter New Watershed Length into Posse _____

- Create Boundary of Improvement in GIS _____



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

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

December 7, 2007

To: Hamilton County Drainage Board

Re: Mud Creek/Sand Creek Drainage Area, Booth-Snead Arm

Attached is a revised plan and a 52.5 petition for the proposed relocation of the Mud Creek/Sand Creek Drainage Area, Booth-Snead Arm that was previously approved by the Board on April 24, 2000 and recorded in Hamilton County Drainage Board Minutes Book 5, Pages 332-334 and 344-346. The revised plan has been submitted by R. N. Thompson Development in order to accommodate changes to the Gray Eagle Golf Course and Clubhouse project. The proposal is to reconstruct the drain across parcel 19-11-34-00-00-005.000 per the plans by Evergreen Planners, LLC, Job No. 99-3 revision date 1/11/2007, page 3503.

This line will consist of the following:

Open Ditch 1,332 ft.

The reconstruction will occur between Sta. 38+57 and Sta. 25+25 on the Evergreen plans. The total length of new drain shall be 1,332 feet. Per the stationing for the drain established in 1902 and per the ditch viewers report filed September 4, 1902 the 1,043 feet of original drain between Sta. 18+92 and Sta. 29+35 shall be vacated. Station 29+35 is the ending station for the previous relocation associated with the Greystone Project per my report dated December 7, 2005 and approved at hearing on February 2, 2006 as recorded in Hamilton County Drainage Board Minute Book 9, Pages 80-82.

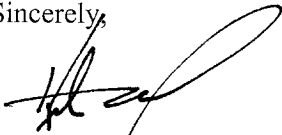
The reconstruction will occur downstream of the previous reconstruction project approved February 28, 2005 as recorded in Hamilton County Drainage Board Minute Book 8, Pages 203-205 for the Tanglewood Project. The reconstruction will also occur upstream of the previous reconstruction project approved February 27, 2006 as recorded in Hamilton County Drainage Board Minute Book 9, Pages 80-82 for the Greystone Development Project.

The cost of the reconstruction is to be paid for by R. N. Thompson Development. The owner has provided the Performance Bond as follows:

Name of Bonding Company: Developers Surety and Indemnity Company
Bond No: 719190S
Bond Date: January 11, 2007
Bond Amount: \$49,608.00

Since the proposed reconstruction is within the limits of the petitioners property and the petitioner is paying for the work, the project falls under the requirements as set out in IC 36-9-27-52.5. Therefore, a hearing is not required for the petition. I recommend that the Board approve this petition.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Ward', with a large, sweeping flourish extending to the right.

Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/llm

HAMILTON COUNTY DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN RE: Booth Snead Legal Drain)
Hamilton County, Indiana)

PETITION FOR RELOCATION AND RECONSTRUCTION

Gray Eagle Golf, LLC (hereinafter "Petitioner"),

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

1. Petitioner owns real estate through which a portion of the Booth Snead 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 Booth Snead 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 Booth Snead Drain, without cost to other property owners on the watershed of the Booth Snead 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 Booth Snead Drain, in conformance with applicable law and plans and specifications on file with the Hamilton County Surveyor.

ART
Signed
R. N. Thompson
Printed

FILED

JAN 16 2007

OFFICE OF HAMILTON COUNTY SHERIFF

R.N. Thompson & Associates, LLC

234 South Franklin Road
Indianapolis, Indiana 46219
Phone (317) 356-2451
Fax (317) 353-0684

January 11, 2007

R. N. Thompson Development
234 S. Franklin Road
Indianapolis, In. 46219

**Re: Booth Snead Cost Estimate
Gray Eagle Golf Course**

As detailed below is the proposed construction cost estimate to re-grade the Booth Snead Legal Drain from 126th Street to the south side of the existing driving range. This reconstruction consists of approximately 2500 L.F. of excavation, grading and erosion control stabilization. The estimated cost is as follows:

Description	Quantity	Unit	Unit Price	Cost
Mobilization		L.S.	\$ 5,000.00	\$ 5,000.00
Earthwork	5880	Cu. Yds.	\$ 3.00	\$ 17,640.00
Silt Fence	2700	L.F.	\$ 2.00	\$ 5,400.00
Rip Rap	53	Tons	\$ 50.00	\$ 2,650.00
S150 Blanket	4200	S.Y.	\$ 2.00	\$ 8,400.00
Seeding	4500	S.Y.	\$ 0.50	\$ 2,250.00
		TOTAL		\$ 41,340.00

Sincerely

R.N. Thompson and Associates



**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

HCDB 2007-00001

BOND NO. 719190S

KNOW ALL MEN BY THESE PRESENTS:

THAT we, R.N. Thompson Development, Inc., as Principal,
and Developers Surety and Indemnity Company, a corporation organized and doing
business and under and by virtue of the laws of the State of Iowa and duly
licensed to conduct surety business in the State of Indiana, as Surety,
are held and firmly bound unto Hamilton County Drainage Board and Board of Hamilton County Commissioners, Hamilton
County, Indiana
1700 South 10th Street
Noblesville, IN 46060

as Obligee, in the sum of Forty-Nine Thousand Six Hundred Eight & No/100
(\$49,608.00) Dollars,

for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors,
jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in Gray Eagle Golf Course
Subdivision, in Hamilton County, Indiana the
following improvements: Booth Snead Legal Drain Reconstruction

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and
truly perform said agreement or agreements during the original term thereof or of any extension of said
term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void,
otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal
and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this
11th day of January, 2007
YEAR

R.N. Thompson Development, Inc.
Principal

BY: [Signature]

Developers Surety and Indemnity Company

BY: [Signature]
Ginger J. Krahn Attorney-in-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300
www.InscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

*****Cynthia L. Jenkins, Sheree Hsleh, Amy Gooden, Michael M. Bill, Edward L. Mournighan, Michael H. Bill, Ginger J. Krahn, Brenda Johnston, jointly or severally*****

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

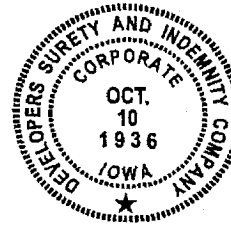
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of December, 2005.

By: 
David H. Rhodes, Executive Vice-President

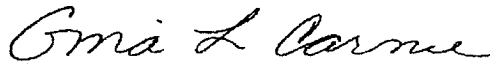
By: 
Walter A. Crowell, Secretary



STATE OF CALIFORNIA]
COUNTY OF ORANGE]

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 11th day of January, 2007.

By: 
Albert Hillebrand, Assistant Secretary