

K.W.

SURVEYOR'S OFFICE

Hamilton **C**ounty

Kenton C. Ward, CFM
Surveyor of Hamilton County
Phone (317) 776-8495
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Suite 188
One Hamilton County Square
Noblesville, Indiana 46060-2230

February 11, 2011

TO: Hamilton County Drainage Board

RE: Kakasuleff Drain

Attached is a petition, drain map, drainage shed map and schedule of assessments for the proposed Kakasuleff Drain. The petition was filed by Gerald Kakasuleff on October 22, 2010. This proposed drain is located in Jackson Township.

The proposed drain will intercept both the upper portions of the Clara Gintert Drain and the William Shyroch Drain. The drain will begin at a point 152 feet south of the south east corner of Section 30, Township 20 North, Range 5 East. Said point is at or near Station 10+50 if Arm 1 of the Clara Gintert Drain per the Viewers Report to the Hamilton County Commissioners dated November 2, 1900. The drain thence runs in a southerly and westerly direction to its intersection with the William Shyroch Drain at a point 614 feet south and 868 feet west of the above described section corner. This point is at or near Station 26+00 of the John Hartzler Drain, an arm to the William Shyroch Drain per the Viewer Report to the Hamilton County Commissioners dated November 14, 1891. The drain thence runs west, crossing under Crooked Creek Road and terminating 655 feet south and 1981 feet west of the above described section corner. The length of the drain is 2,193 feet.

The drain consists of the following lengths:

18" Double Wall Plastic Tile	2,109 feet
18" RCP	64 feet
21" CMP	20 feet

The Kakasuleff Drain shall consist of the above described drain plus the upper sections of the Arm 1 of the Clara Gintert Drain and the John Hartzler Arm of the William Shyrock Drain. This would be from Station 0 to Station 10+50 of the Arm 1 of the Clara Gintert Drain and Station 0 to Station 21+75 of the Joseph Bright Arm (per its 1907 description) of the Clara Gintert Drain. Also, Station 0 to Station 26+00 of the John Hartzler Arm of the William Shyrock. The total lengths are as follows:

Kakasuleff	2,193 feet
Arm 1 Clara Gintert	1,050 feet
John Hartzler Arm, Wm Shyrock	2,600 feet
Joseph Bright Arm, Clara Gintert	<u>2,175 feet</u>
Total Length	8,018 feet

The Kakasuleff Drain is currently in place having been constructed at the petitioner's expense. Therefore there is no cost for construction. I believe that no damages will result to landowners by the construction of this drain. Therefore, damages for all tracts shall be set at \$0.00.

I have reviewed the plans and drain map and believe as set out in IC36-9-27-69, that all tracts within the drainage shed of this portion of the Kakasuleff Drain currently being constructed will benefit. I recommend the maintenance assessment rates be set as follows:

1. Maintenance assessment for roads and streets are set at \$10.00 per acre.
2. Maintenance assessment for agricultural tracts be set at \$5.00 per acre with a \$15.00 minimum.
3. Maintenance assessment for non-platted residential tracts be set at \$5.00 per acre with a \$15.00 minimum.
4. Maintenance assessment for commercial, institutional and multi-family residential tracts are set at \$10.00 per acre with a \$75.00 minimum.

5. Maintenance assessment for platted lots in subdivisions whose drainage systems will not be part of the regulated drain shall be set at \$5.00 per acre, with a \$35.00 minimum. Common areas within subdivisions whose drainage systems will not be part of the regulated drain shall be assessed at \$5.00 per acre with a \$35.00 minimum.
6. Maintenance assessment for platted lots within subdivisions whose drainage system will be part of the regulated drain shall be set at \$10.00 per acre, with a \$65.00 minimum. Common areas within the regulated drain subdivisions shall be set at \$10.00 per acre with a \$65.00 minimum.

The annual collection for this drain shall be \$845.92.

Although the Kakasuleff Drain is new construction, the portions of the drain which were part of the Gintert and Shyroch are quite a bit older. (120 years and 104 years for Gintert and 111 years for Shyroch). Because of this and the low annual assessment I recommend that the period of collections be set at eight (8) years as per IC 36-9-27-43.

The construction of this drain places regulated drainage new easements on the following tracts:

<u>NAME</u>	<u>TRACT</u>
Gerald & Nance Kakasuleff	07-03-32-00-00-001.001
Mike S. & Esther L. Kakasuleff	03-03-31-00-00-009.000
Kepner Farm Partners, LLP	03-03-31-00-00-008.000
Michael W. Klinger	03-03-31-00-00-004.000

I recommend that the easement be established at fifteen (15) feet as measures at right angles from the centerline of the tile for a total of thirty (30) feet as per IC-36-9-27-33(e).

Upon approval of the petition report by the Board the following benefited acres shall be removed from the current assessments for the Gintert and Shyroch Drains.

Gintert Drain

Sturdevant, Steven Douglas 03-03-30-00-00-007.001 reduced from 9.00 acres to 3.40 acres.

Kakasuleff Mike ½, Gerald, Jared & George ½ 03-03-30-00-00-008.00 reduce from 14 acres to 0 acres.

Rulon, Jerry D 07-03-29-00-00-001.000 reduced from 40 aces to 38.65 acres.

Khuesner, Velma Trustee of Donald Harvey Trust 07-03-29-00-00-015.000
reduced from 160 acres to 103.35 acres.

Kakasuleff, Mike S & Esther L. 03-03-31-00-00-009.000 reduced from 10 acres
to 8.45 acres.

Kakasuleff Gerald A. & Nancy 07-03-32-00-00-001.001 reduced from 1.43 to
0.74 acres.

Hamilton County Highway reduced 0.99 acres.

Shryock Drain

Kakasuleff Mike ½, Gerald, Jared & George ½ 03-03-30-00-00-008.000 reduced
from 48 acres to 0 acres.

Walton, Vascon 03-03-30-00-00-004.101 reduced from 0.50 acres to 0 acres.

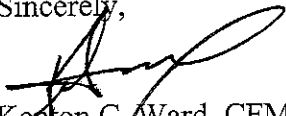
Kepner Farm Partners LLP 03-03-30-00-00-008.000 reduced from 79.6 acres to
61.35 acres.

Kakasuleff, Mike & Esther L. 03-03-30-00-00-009.000 reduced from 25 acres to
21.33 acres.

Hamilton County Highway reduced 3.78 acres.

I recommend the Board set a hearing for this petition for March 28, 2011.

Sincerely,


Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/pll

**Gasb 34 Asset Price &
Drain Length Log**

Drain-Improvement: Kakasuleff Drain

Drain Type:	Size:	Length	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
Plastic Tile*	18"	2109	2109	0	\$12.50 lf	\$26,362.50
RCP	18"	64	64	0	\$10.50 LF	\$672.00
CMP	21"	20	20	0	\$40 LF	\$800.00
Sum:		<u>2193</u>				<u>\$27,834.50</u>

Final Report: 2193

Comments:
*Pricing is based upon the 2010 Maintenance Contract

To: Hamilton County Drainage Board

Re: In the matter of the KAKASULEFF Drain Petition

Comes now the undersigned individuals, who petition the Hamilton County Drainage Board, per IC 36-9-27, for the reconstruction of the above referenced regulated drain. The undersigned believe the following:

1. They are owners of ten percent (10%) in acreage or more of land area alleged by the petition to be affected by the drain.
2. That as property owners within the drainage shed, they are qualified petitioners.
3. That they now desire the regulated drain be reconstructed in Jackson Township.
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 20 north, range 5 east, Hamilton County Indiana.

5. That the proposed reconstruction consist of rerouting of Dyrock and Linert Drains into new 18" tile.

6. 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.
7. That in the opinion of Petitioner, the proposed improvement will improve the public health; benefit a public highway; and be of public utility.
8. That Petitioners shall pay the cost of notice and all legal costs including engineering expenses if the petition is dismissed.
9. 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.

Signature	Printed Name	Printed Address
<i>Gerald Kakasuleff</i>	GERALD KAKASULEFF	9711 E. 246th St Cicero, IN 46034

November 3, 2010

Letter of Permission:

I give permission for Gerald Kakasuleff, including heirs and assigns, to install and maintain an 18" drainage tile crossing parcel 03-03-31-00-00-008.000 deeded to Kepner Farm Partners L.L.C. John Burkhardt is the registered agent to sign for the above partnership.

Kepner Farm Partners L.L.C.

By: John Burkhardt

A handwritten signature in black ink that reads "John Burkhardt". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Drainage Access Agreement

THIS AGREEMENT dated as of November 15, 2010 between Gerald Kakasuleff of 9711 246st Street E Cicero IN 46034 (the "Kakasuleff Farms") and Michael W. Klinger of 24420 Crooked Creek Road Cicero IN 460364 ("Klinger")

WHEREAS:

(A)

The Klinger is the registered owner of the property legally described as 03-03-31-00-00-004.004.000 (the "Klinger Property");

(B)

The Kakasuleff Farms wishes to obtain access over a portion of the Klinger's Property for the purposes of obtaining an outlet for a tile drainage with the absolute understanding that no easement rights exist and further can't assert easement rights at any point in the future;

(C)

Both parties agree that this agree is for the sole purpose of installing and then maintaining a Private drain as defined under Indiana Code 36-9-27-2 "Private drain" means a drain that: (1) is located on land owned by one (1) person or by two (2) or more persons jointly; and (2) was not established under or made subject to any drainage statute. Further, this agreement is null and void if this provision is violated unless consent provided by Klinger;

NOW THEREFORE in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.

Klinger and Kakasuleff Farms, do hereby agree that the work shall be constructed, repaired and maintained according to the following

Description of Drainage Works

1. The drainage system crosses into the Klinger property approximately 80 feet north of the drive associated with 24420 Crooked Creek Road Cicero IN 46034. The tile will begin below ground surface and become exposed after approximately 50 feet.
2. The drain on the Klinger property shall be constructed of 18" tile approximately 8' below the ground surface. The outlet shall be of corrugated metal pipe with a rodent grate.
3. Beyond the pipe outlet will be sufficient materials to ensure the elimination of erosion.
4. Construction will be restricted to an area no larger than 15 feet either side of the tile.

Construction

1. Kakasuleff Farms, its agents, employees and workmen may enter on and may construct the drain on the Klinger property within six months of the date of agreement.
2. Klinger shall not be liable for any damages to the drain caused by Klinger provided that Klinger exercises reasonable care.
3. Kakasuleff Farms will be responsible for removal of any materials deemed necessary by Klinger during construction which would include, but not be limited to, tree stumps.
4. The Kakasuleff Farms agrees to repair any damage caused to the Klinger's Property as a result of such access and the Kakasuleff Farms will restore the accessed area to its original condition, if requested by Klinger, within 30 days of Klinger's request.

Maintenance

1. Klinger shall not be responsible for maintaining the ditch.
2. Kakasuleff Farms accepts sole responsibility for the maintenance, repairs, as well as any other ongoing or onetime costs related to the drain.
3. On reasonable notice in writing to Klinger, Kakasuleff Farms may have reasonable access to the property to repair or maintain the drain.

Costs

1. The entire cost of the construction, repair and maintenance of the drain shall be borne and paid by Kakasuleff Farms.
2. This agreement herein contained when executed by the Parties hereto, if required by statute, shall be registered in the proper Registry Office and any costs shall be borne by the Kakasuleff Farms.

2011009219 AGREEMENT \$0.00
 02/11/2011 11:32:51A 2 PGS
 Mary L. Clark
 HAMILTON County Recorder IN
 Recorded as Presented

MK

3. The Kakasuleff Farms are solely responsible ensuring that all local, state, and federal guidelines are met during construction as well as in the future related to this drain.
4. The Kakasuleff Farms have the sole responsibility for any current or future assessments for the maintenance of this drain.

2.

Klinger accepts no responsibility whatsoever for any losses or damages (personal or property) which the Kakasuleff Farms suffers or incurs as a result of accessing Klinger's Property, and the Kakasuleff Farms hereby agrees to indemnify Klinger against any losses suffered by Kakasuleff Farms or claims made against Klinger by the Kakasuleff Farms' agents, servants, invitees and others who access Klinger's Property pursuant to the rights given to the Kakasuleff Farms under this Agreement.

3.

This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

4.

Any differences between the Kakasuleff Farms and Klinger as to their rights and obligations under this agreement that are not settled by mutual agreement shall be submitted to an arbitrator or other such person who has authority to make a final decision.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

Gerald Kakasuleff 11-15-2010
 Gerald Kakasuleff Date

Michael W. Klinger 11/15/10
 Michael W. Klinger Date

STATE OF INDIANA)

) SS:

COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this 15 day of November, 2010 personally appeared the within named Gerald Kakasuleff and Michael W. Klinger acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

Brenda Lynch
 Notary Public
 Residing in Hamilton County, IN
 BRENDA LYNCH

My Commission Expires:

4-9-2011

This instrument prepared by Michael W. Klinger, Owner, 24420 Crooked Creek Road, Cicero IN 46034 (317)984-9424

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.


MK

FINDINGS AND ORDER
CONCERNING THE MAINTENANCE OF THE
Kakasuleff Drain

On this **28th day of March, 2011**, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the **Kakasuleff Drain**.

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.

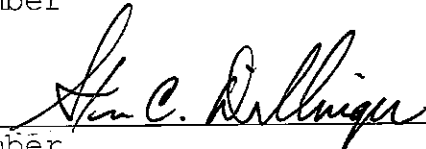
HAMILTON COUNTY DRAINAGE BOARD



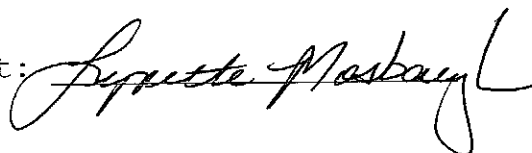
President



Member



Member

Attest: 

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

BEFORE THE HAMILTON COUNTY
DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN THE MATTER OF THE
RECONSTRUCTION OF THE
Kakasuleff Drain

FINDINGS AND ORDER FOR RECONSTRUCTION

The matter of the proposed Reconstruction of the **Kakasuleff Drain** came before the Hamilton County Drainage Board for hearing **on March 28, 2011**, 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.

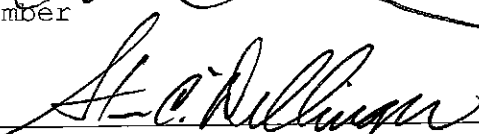
Wherefore, it is ORDERED, that the proposed Reconstruction of the **Kakasuleff Drain** be and is hereby declared established.

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

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF

Kakasuleff 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 **Kakasuleff Drain** on **March 28, 2011**, at **9:30 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 **Kakasuleff Drain**

NOTICE

Notice is hereby given that the Hamilton County Drainage Board at its regular meeting **March 28, 2011** 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.

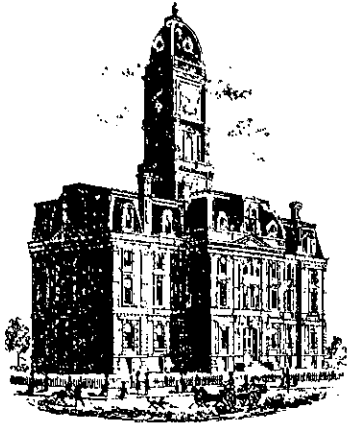
The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

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: Steven A. Holt
PRESIDENT

ATTEST: Lynette Mosbaugh
SECRETARY



K.C.W.

SURVEYOR'S OFFICE
Hamilton County

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

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

To: Hamilton County Drainage Board

April 15, 2011

Re: Kakasuleff Drain

Attached are the GPS locations and other information for the Kakasuleff Drain. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain, which will alter the plans submitted with my report for this drain-dated February 11, 2011. The report was approved by the Board at the hearing held March 30, 2011. The changes are as follows:

The upper section of the Clara Gintert Arm 1 was tied into the Kakasuleff drain at Station 11+13. The John Hartzler arm to the Wm Shryock was intercepted at Station 27+14. The Kakasuleff Drain consists of the Kakasuleff tile – 2193 ft, a portion of the Clara Gintert Arm 1 – 1113 feet, Joseph Bright Arm of Clara Gintert – 2175 feet, and a portion of the John Hartzler Arm to Wm Shryock – 2714 feet. The length of the drain due to the changes described above is now **8,195 feet**.

The easement was established for the newly constructed Kakasuleff tile at 15 feet as measures at right angles from the centerline of the tile for a total of 30 feet. The cost of the tile was paid for by the petitioner, therefore no sureties were required.

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

Sincerely,

Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/slm

004.001

2.50 Ac

004.101

2.50 Ac

246th

STA 19+00

100 12" TILE

STA 9+64

101 STA 20+32

STA 0
KAKASULEFF DRAIN

001.001
STA 11+13

1.43 Ac

004.004

2.96 Ac

12" TILE

18" PLASTIC

12" TILE

Sta 21+93

18" RCP

3

18" PLASTIC TILE

2 STA 27+14

12" TILE

STA 20+3

ARM 1

008.001

2.537 Ac

STA 6+00

8" TILE

STA 0

CLARA GINTERT DRAIN

Grooked
CREEK RD