



*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*

November 1, 2019

To: Hamilton County Drainage Board

Re: William Lehr Drain, Joseph & Brooks Arm, Campus Center Relocation.

Attached are plans for the proposed relocation of a portion of the William Lehr Drain, Joseph & Brooks Arm. The proposal is to reconstruct and relocate the existing tile drain currently on parcels 10-11-16-00-00-023.003 and 10-11-16-00-00-023.000 (proposed Campus Center site) owned by Campus Center, LLC, and Promise Road right-of-way owned by the City of Noblesville. The relocated drain will also affect parcel 10-11-16-00-00-020.101 owned by Noblesville Airport Inc., parcel 10-11-16-00-00-021.101 owned by Larry D & Marianne Jacobi & Janet Sue Roberts, and parcel 10-11-16-00-04-069.000 (Common Area) owned by Waterman Farms Homeowners Association, Inc., per the 'Campus Center' project plans by Kimley-Horn and Associates, Inc., Job No. 170072000.3.700, dated August 19, 2019. The Campus Center site is located at the northeast corner of 146<sup>th</sup> & Promise Road. The upstream end of this relocation will begin near the northeast corner of the Campus Center site. The downstream end of this relocation will end at an existing regulated drain manhole in Waterman Farms, Sec. 3, Common Area 9, which was previously reconstructed as part of the 2005 Waterman Farms Relocation.

This project will consist of the following:

797' of 24" RCP

Per the project plans by Kimley-Horn, this relocation project involves the following structures: D2, D1A, D1, and EX1. The other storm facilities on this site will remain private.

The newly installed drain will have a length of 797'. On the Joseph & Brooks Arm, the existing 1010' of tile drain between existing stations 3+25 and 13+35 on the Campus Center site will be vacated. Existing Sta. 3+25 is located near the east right-of-

way line of Promise Road, approximately 420' north of the centerline of 146<sup>th</sup> street. The existing 10" tile across the Noblesville Airport (Sta 13+35 to 21+48; Str 509 in Waterman Farms Subdivision) will remain. A new pipe will drain the Campus Center site north across the east end of the airport and Jacobi parcels to connect to Str. EX1, which is an existing regulated drain manhole located in Waterman Farms, Sec. 3 (per Waterman Farms Relocation - Str 506).

This proposal will subtract 213' of footage from the drain's total length.

The Eli Brooks Drain was established in 1893 (See Reviewers Report, December 7, 1893) and combined with the William Lehr Drain, Booth-White and Joseph Drains in 1967. The drains are currently on a maintenance program which was approved at hearing on December 4, 1967 (See Minutes Book 1, Page 23). For information regarding the 2005 Waterman Farms Relocation referenced above, see Minutes Book 8, Page 568-569. To avoid confusion, it should be noted that another reconstruction of this drain has also been petitioned downstream of this location and is called the Brooks Farm, Sec. 1 Reconstruction.

In 2008, the Wm Lehr Drain, LN Joseph & Eli Brooks Arm from Station 0 to Station 0+38 was vacated by the Board on behalf of the Hamilton County Highway Department's construction of 146<sup>th</sup> street. This was done as per my report dated October 16, 2007 and approved on January 28, 2008. For more information see Minutes Book 11 pages 12-13. Per Map Correction-Field Verification report dated November 28, 2011, it was determined that the 146<sup>th</sup> Street and Promise Road intersection widening actually removed the old tile (installed 1898) from Station 0 to Station 3+25, where an inlet was set on the existing tile. (Station 3+25 is the upstream end of the tile being vacated with this petition).

The cost of the project is to be paid by the developer. The petitioner has submitted surety in the form of a Site Improvement Performance Bond as follows:

Bonding Company: Platte River Insurance Company  
Date: October 8, 2019  
Expiration Date: N/A  
Number: 41403303  
For: Stormwater Legal Drain at NEC (*northeast corner*) of Promise and 146<sup>th</sup> Street,  
(Campus Center – Lehr Drain)  
Amount: \$92,000.00  
HCDB-2019-00041

A portion of this project site is located within the William Lehr, Joseph & Brooks Arm Summer Road deferred assessment area. Parcel 10-11-16-00-023.003 owes \$13,462.46 for 17.08 acres and 10-11-16-00-00-023.000 owes \$2,380.36 for 3.02 acres. Because the site is being developed, the assessment is to be paid at this time and should be made a condition of this approval.

The easements for this drain relocation shall be as follows:

For the onsite easement within Campus Center, the easement shall be as per the easement shown on the Campus Center Secondary Plat, to be recorded at the Hamilton County Recorder's Office. (Note: The petitioner has communicated the plat will be recorded prior to the hearing). A Non-enforcement has been submitted to reduce the regulated drain easement to the dimensions shown on the above document. I recommend approval of the Non-enforcement.

The offsite easement across parcel 10-11-16-00-00-020.101 owned by Noblesville Airport Inc., and parcel 10-11-16-00-00-021.101 owned by Larry D & Marianne Jacobi & Janet Sue Roberts, as per the easement dedication described in the "Grant of Permanent and Temporary Drainage Easements." See attached easement document with exhibits A and B. The regulated drain easement shall have a width of 30' total, with an additional 20' temporary construction easement. Upon approval by the Board, this easement dedication shall be recorded.

I recommend the Board set a hearing for December 19, 2019.

Sincerely,



Kenton C. Ward  
Hamilton County Surveyor

KCW/stc



NON-ENFORCEMENT OF DRAINAGE EASEMENT IN SUBDIVISIONS

FILED NOV 01 2019

STATE OF INDIANA )
COUNTY OF HAMILTON )

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD

At the request of Campus Center LLC The Hamilton County Drainage Board considered the extent of the drainage easement on the William Lehr Drain Drain in the Campus Center Subdivision. Upon the agreement in writing by the recorded owner(s) of land involved that such owner(s) agree and covenants that neither the Hamilton County Drainage Board nor any Contractor nor Workman operating under the authority of said Board will be held liable for any damages resulting from construction, reconstruction, or maintenance of the above named drain at said location, whether to the real estate or improvements thereon the Board agreed:

- 1. That it will not enforce the easement beyond those shown on the Subdivision plat recorded as Instrument No. and in Plat Cabinet Slide in the Hamilton County Recorders Office.
2. It will not object to the improvement of said real estate beyond such distance, and
3. Other Conditions: Per plat

SIGNED: Charles Jackson Charles Jackson
APPLICANT PRINTED NAME PRINTED NAME (Owner of Land)

\*\*\*FOR BOARD USE ONLY\*\*\*
AGREEMENT WILL BECOME EFFECTIVE UPON RECORDING. SIGNED THIS DAY OF 20 BY THE HAMILTON COUNTY DRAINAGE BOARD.
PRESIDENT OF DRAINAGE BOARD MEMBER OF DRAINAGE BOARD
MEMBER OF DRAINAGE BOARD

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law : Kenton C. Ward, Surveyor"

Prepared by the Hamilton County Drainage Board: Michael A. Howard, Attorney

Revised May 2016

SUBNE-2019-00018

## GRANT OF PERMANENT AND TEMPORARY DRAINAGE EASEMENTS

Document Cross Reference  
Deed Record Book 362, Page 621  
Instrument No. 2017056047

The undersigned, on behalf of Noblesville Airport, Inc., an Indiana Corporation ("the Grantor"), hereby dedicates to the Hamilton County Drainage Board ("the Grantee"), two (2) Permanent Drainage Easements ("the Permanent Easements") over and across two (2) parcels of real estate owned by the Grantor, which Grantor owns pursuant to Deeds recorded in the Office of the Hamilton County Recorder as Deed Record Book 362, Page 621 and Instrument No. 2017056047. The Permanent Easements are described in Exhibit A, Page 1 and Exhibit A, Page 2. The Permanent Easements shall permit the Grantee, its employees, contractors, and designees to construct, operate, maintain, or reconstruct all pipes and drainage structures contained within the Permanent Easements.

The Grantor further grants to the Grantee, its employees, contractors, and designees a twenty (20') foot Temporary Construction Easement ("the Temporary Easement"). The Temporary Easement is contiguous to the Permanent Easements and is shown and described in Exhibit B. The Temporary Easement shall be used during the initial construction of a buried drainage structure. The Temporary Easement shall revert to the Grantor at the completion of the construction of the drainage structure located within the Permanent Easements, which construction is anticipated to be complete within ninety (90) days of the date of this Grant.

As long as part of the land included within the Permanent Easements and Temporary Easements is used as a grass runway, the Grantee shall provide the Grantor at least fifteen (15) days notice of the need to reconstruct or maintain structures within the Permanent Easements. After construction or maintenance, the Grantee shall cause the part of the Permanent or Temporary Easements included as part of the grass runway to be restored to a condition equal to, or better than, the previous condition of the part of the Permanent or Temporary Easements used for the grass runway.

The Permanent or Temporary Easements shall grant unto Grantee and its agents described above, the right to enter upon the Permanent Easements for the purpose of operation, reconstruction, or maintenance of the drain at all reasonable times and places upon fifteen (15) days notice to the Grantor. The Grantor further acknowledges no permanent structures, trees, or shrubs may be placed within the Permanent Easements without the consent of the Grantee, and any such improvements may be removed or destroyed by the Grantee without compensation if necessary for the operation, maintenance, or reconstruction of the drain.

The undersigned represents and warrants that he has full authority from the Grantor to execute this Grant of Permanent and Temporary Drainage Easements and no further acts of the Grantor are necessary to approve this Grant.

This Grant of Permanent and Temporary Drainage Easements shall be binding on the Grantor, its successors and assigns.

NOBLESVILLE AIRPORT, INC.

Dated this 3 day of September, 2019

By: Larry Jacobi

Printed: LARRY JACOBI

Title: PRESIDENT



STATE OF INDIANA )  
 )SS:  
COUNTY OF HAMILTON )

Subscribed and sworn to before me, a Notary Public, this 3rd day of September, 2019, personally appeared the within named Larry Jacobi as president of the Noblesville Airport, Inc., and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

My Commission Expires:

9/20/22

Melissa Ream  
Notary Public  
Residing in Hamilton County, Indiana Melissa Ream

**Wm. Lehr Drain, Joseph & Brooks Arm, Campus Center Relocation**

Relocatoin will have 797' of 24" RCP.

The existing 1010' of tile between Sta. 3+25 to 13+35 will be removed.

This proposal will remove 213' of footage from the drain's total length.

\*Reconstruction to be paid by the developer. No change in current maintenance assessment.

INDNE-2019-00114 = For the relocated drain. Offsite easement received from Noblesville Airport Inc.

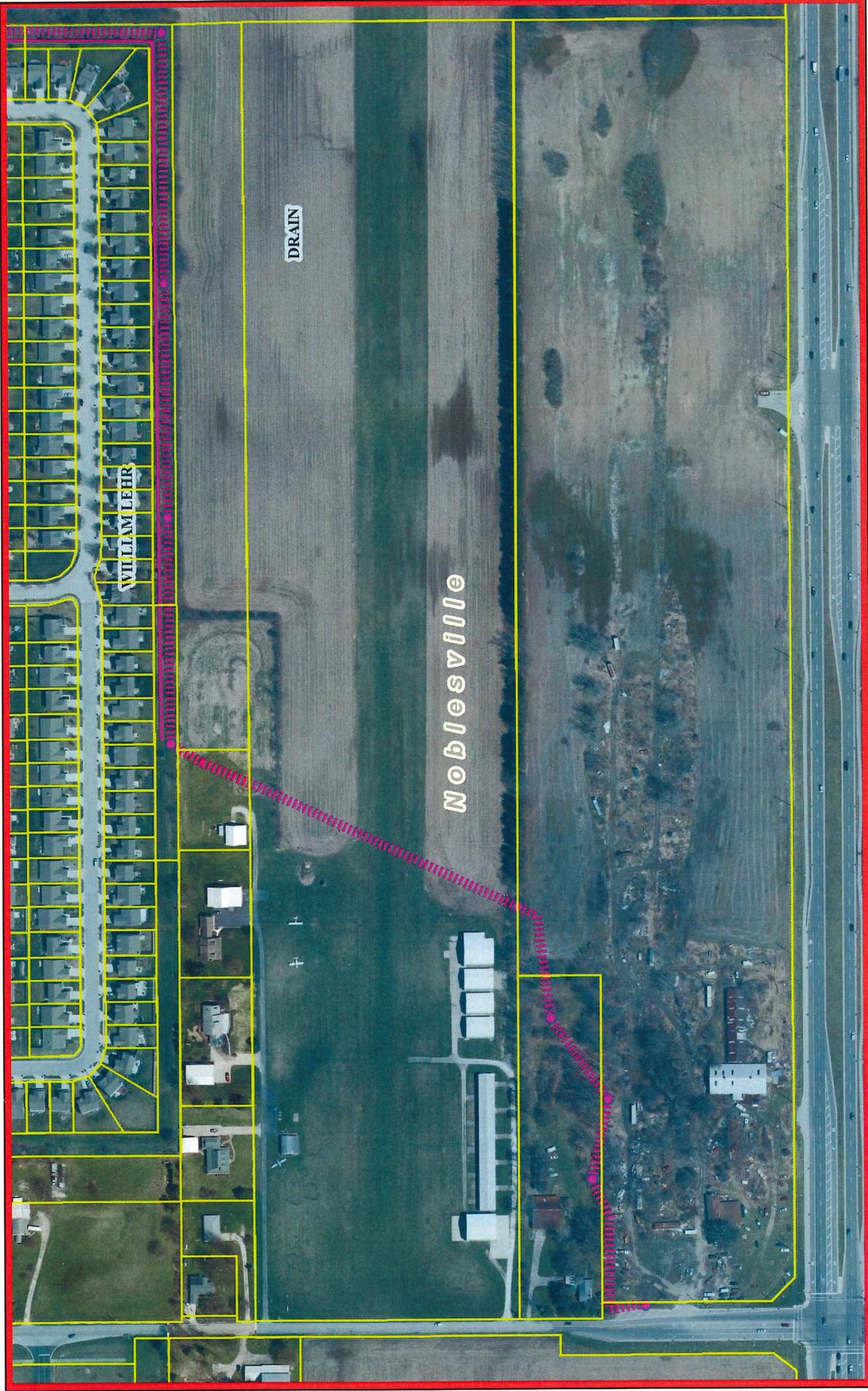
\*Part of this project is affected by the Wm. Lehr, Joseph & Brooks Arm, Summer Rd deferred assessment.

Those assessment are to be paid at this time as a condition of approval of this hearing.

Hearing: 12/19/19

Parcel	Owner	Desc1	Benefit	MntAsmt	RecAsmt	% of Total	Deferred Benefit	*Deferred Asmt Due
10-11-16-00-00-023.003	Campus Center LLC	S16 T18 R5	*	*	*	*	17.08	\$13,462.46
10-11-16-00-00-023.000	Campus Center LLC	S16 T18 R5	*	*	*	*	3.02	\$2,380.36
10-11-16-00-00-020.101	Noblesville Airport Inc.	S16 T18 R5	*	*	*	*		
10-11-16-00-00-021.101	Jacobi, Larry & Marianne and Janet Roberts	S16 T18 R5	*	*	*	*		
10-11-16-00-04-069.000	Waterman Farms HOA Inc.	S16 T18 R5	*	*	*	*		
99-99-99-99-99-999.008	City Of Noblesville	S16 T18 R5 Promise Road	*	*	*	*		
Total:								\$15,842.82

# Wm Lehr Drain, Joseph & Brooks Arm



September 27, 2019

Parcels

Corporate Limits (Label)

Corporate Limits (Outline)

Corporate Limits (Fill)

- ARCADIA
- CARMEL
- NOBLESVILLE
- ATLANTA
- CICERO
- SHERIDAN
- FISHERS
- WESTFIELD

Hamilton County compiled this map. Although strict accuracy standards have been employed, Hamilton County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission.  
 Author: Hamilton County