



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

September 22, 2014

Re: Mud Creek – Sand Creek Drainage Area, George Burk Drain #46 Arm, Northview Church Relocation

Attached is a petition and plans for the proposed relocation of the Mud Creek – Sand Creek Drainage Area, George Burk #46 Drain Arm. The relocation is being proposed by Northview Christian Life Church, Inc. The proposal is to relocate the drain across parcel 13-12-19-00-00-048.001, owned by Northview Christian Life Church, Inc., as part of the Northview Church Fishers campus project per plans by Veridus Group, Job No. 2013.0119, revision date 9-9-2014.

Per the plans, the drain will be intercepted near the east property line and will drain via new storm drain to the south property line at 136<sup>th</sup> street, where a new manhole will connect to the existing drain.

This line will consist of the following:

678' of 30" HDPE

The total length of the relocated drain shall be 678 feet. The 620 feet of original drain between Sta. 68+80 and 75+00 shall be vacated. This proposal will add 58 feet to the drain's total length.

The original drain was referenced in the original viewers report dated August 29, 1891 per the Commissioner's Record 10, pages 234 to 237. See also my report dated June 8, 2006 and approved at public hearing by the Drainage Board on August 28, 2006 as referenced in Minutes Book 9 pages 399 – 401 at which time the Burk Drain was made an arm of the Mud Creek – Sand Creek Drainage Area.

This petition includes the drain route between storm structures 18, 17, 15 and 14.

The cost of the relocation is to be paid by Northview Christian Life Church. The developer has provided the Performance Bond as follows:

Name of Bonding Co.: The Hanover Insurance Group

Bond #: 1026992 Bond Date: 9/2/2014 Bond Amount: \$86,780.40

Attached is a Non-enforcement Request. The easement for the new drain will be 20' from the center line of the new pipe per plans. I recommend approval of the Non-enforcement by the Board.

I recommend that this drain be classified as an urban drain.

The project falls under the requirements as set out in IC 36-9-27-52.5. Therefore, a hearing with notice is not required for the petition. I recommend approval.

Sincerely,

Kenton C. Ward

Hamilton County Surveyor

KCW/stc

# HAMILTON COUNTY DRAINAGE BOARD NOBLESVILLE, INDIANA

IN RE: 14842 E 136th Street, Fishers Hamilton County, Indiana



OFFICE OF HAMILTON COUNTY SURVEYOR

### PETITION FOR RELOCATION AND RECONSTRUCTION

	Northview Church	(hereins for Potition or?)
hereb	by petitions the Hamilton County Drainage Board f	(hereinafter Petitioner"),
	O B. I.	Drain, and in support of
	petition advises the Board that:	Drain, and in support of
1.	Petitioner owns real estate through which a port	tion of the George Burke
1.	Drain runs.	non of the
2.		1 1 7 7
۷.	Petitioner plans to develop its real estate with ro	oads, buildings, utilities, storm drains,
	sanitary sewers and other structures.	
3.	Petitioner's proposed development of its real est	
	reconstruction of a portion of the	George Burke Drain, as
	specifically shown on engineering plans and spe	ecifications 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	c will result in substantial improvement to
	the Drain	, <del>-</del>
	on the watershed of the George Bu	
5.		
	the drainage shed.	saversery arrest other land owners within
6.	Constitution of the Consti	anation and assessed at the
0.	The approximation proposed total	ocation and reconstruction under
-	IC 36-9-27-52.5.	
	WHEREFORE, Petitioner requests that an Order is	•
Draina	age Board authorizing relocation and reconstruction	on of the George Burke
Drain,	, in conformance with applicable law and plans and	d specifications on file with the Hamilton
County	ty Surveyor.  Signed  Printed	HALD. SMITH

Adobe PDF Fillable Form





### **Engineers Estimate**

Date:

Monday, August 18th, 2014

Project:

Northview Church - Fishers Campus

Estimate:

George Burke Drain Relocation and Replacement

Location:

14842 E 136th Street, Fishers, IN

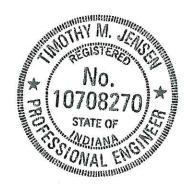
Prepared By:

Tim Jensen, Veridus Group, Inc.

AUG 1 8 2014

OFFICE OF HAMILTON COUNTY SURVEYOR

Legal Drain / Storm Sewer	<u>Pi</u>	rice Ea.	<u>c</u>	Qty.	<u>Total</u>	
General Excavation	\$	3	1010	sy	\$ 3,030	
Excavate and install Structures	\$	2,200	4	ea.	\$ 8,800	
Excavate and install 30" HDPE (perforated and filter wrapped)	\$	61	680	lf .	\$ 41,480	
Stone fill	\$	30	300	ton	\$ 9,000	
Silt Fence	\$	1.50	900	lf	\$ 1,350	
Seed	\$	255	1.5	acres	\$ 383	
Install Rock Check Dams	\$	200	4	ea.	\$ 800	
Install Inlet Protection for inlets	\$	150	4	ea.	\$ 600	
Install Rock Donut	\$	300	1	ea.	\$ 300	
Contingency				10%	\$ 6,574	
				Total	\$ 72,317	



**Engineer's Signature** 

Timonthy M. Jensen, PE

\$72,317

Page 1 of 1



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 4884 Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Performance Bond

BOND NO. 1026992

SURETY (Name and Principal Bond Office):

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653

### THE AMERICAN INSTITUTE OF ARCHITECTS

SEP 0 8 2014

HCDB-2014-00052 AIA Document A312

DEFICE OF HAMILTON COUNTY SINGULAR reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Northview Christian Life Church, Inc.

12900 Hazel Dell Parkway Carmel, IN 46033

OWNER (Name and Address):

Hamilton County Board of Commissioners, One Hamilton County

Square, Noblesville, IN 46060

**CONSTRUCTION CONTRACT** 

Date: 8/18/14 Amount: \$86,780.40

Description (Name and Location): Northview Church - 14841 E. 136th Street, Fishers, IN Drain Relocation/Replacement

BOND

Date (Not earlier than Construction Contract Date): 9/2/14

Amount: \$86,780.40

Modifications to this Bond:

11 None

M See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal) Northview Chrisitan Life Church,

SURETY

Company:

(Corporate Seal) The Hanover Insurance Company

Signature

Name and Title:

Steve Poe, President

Signature:

Name and Title:

Mark Statter, Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Capitol Insurance & Risk Management 8395 Keystone Crossing, #315 Indianapolis, IN 46240 317-253-1155

OWNER'S REPRESENTATIVE (Architect, Engineer or other

party): Veridus Group

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
- **3.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
- 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- **4.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
- **4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- **4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- **6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- **6.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- **6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- **8** The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

### **DEFINITIONS** 12

- Balance of the Contract Price: The total amount payable 12.1 by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

### MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

This bond will remain in full force and effect until all outstanding requirements of the Owner are resolved and the Owner releases the Bond. The requirement for release included storm sewer inspections, and engineer's Certificate of Completion and Compliance being filed, as-built or record drawings being submitted and accepted, and any other requirements of Surety release as outline in the Hamilton County Stormwater Management Technical Standards Manual.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: Northview Christian L

(Corporate Seal) ife Church, In

**SURETY** Company:

The Hanover Insurance Company

(Corporate Seal)

Signature?

Name and Title: Steve Poe, President

Address:

12900 Hazel Dell Parkway, Carmel, IN 46033

Signature:

Name and Title: Mark Statter, Attorney-In-Fact

Address:

333 Pierce Road, #300, Itasca, IL 60143

# THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

## POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESEPRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Joellen Mendoza, Ward N. Riedesel, Diane E. Moore, MarkStatter, Steven B. Cade, Martin Moss and/or Donna Whalen

of Itasca, IL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated by and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

### ~Any such obligations in the United States, in any amount~

and said companies hereby ratify and confirm all and whatsoever said Attoney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Compaies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested bytwo Vice Presidents, this 4th day of February 2014.

19972 1993 (GEAL 1974)

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY OF AMERICA

Homas

Robert Thomas, Vice President

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER ) ss.

Joe Brenstrom, Vice President

On this 4th day of February 2014 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sopt. 21, 2018

Barbara A. Garlick, Notary Public

My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this

THE HANOVER INSURANCE COMPANY

MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete, Vice President

State of Illinois: County of Cook:

On this 2nd day of September, 2014, before me, Diane E. Moore, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Mark Statter, known to me to be the duly authorized Agent and Attorney-In-Fact of The Hanover Insurance Company, the corporation whose name is affixed to the within instrument, and duly acknowledged to me that he subscribed the name of The Hanover Insurance Company thereto as Surety and his own name as Attorney-In-Fact.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FORM 211-3004 (1/88)

OFFICIAL SEAL DIANE E. MOORE

NOTARY PUBLIC, STATE OF ILLINOIS My Commision Expires June 13, 2017 Notary Public in and for said County and State





The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843 Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653 OFFICE OF HAMILTON COUNTY SURVEYOR

### **Financial Statement**

## The Hanover Insurance Company, Bedford, New Hampshire Financial Statement as of December 31, 2013

ASSETS		2013
Cash in Banks (Including Short-Term Investments)	\$	50,894,228
Bonds and Stocks	\$	4,711,827,363
Other Admitted Assets	\$_	1,284,421,678
Total Admitted Assets	\$_	6,047,143,269
LIABILITIES, CAPITAL AND SURPLUS		
Reserve for Unearned Premiums	\$	1,350,588,326
Reserve for Loss and Loss Expense	\$	2,264,133,905
Reserve for Taxes		0
Funds held under reinsurance treaties	\$	5,856,574
Reserve for all other liabilities	\$	596,875,901
Capital Stock - \$1.00 par \$ 5,000,000		
Net Surplus		
Policyholders' Surplus	<u>\$</u> _	1,829,688,563
Total Liabilities, Capital and Surplus	\$_	6,047,143,269
COMMONWEALTH OF MASSACHUSETTS		
COUNTY OF WORCESTER		

Joseph Pedorella, Asst. Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2013.

Joseph Pedorella Asst. Treasurer

# Department of Insurance State of Indiana

OFFICE OF

**Insurance Commissioner** 

## CERTIFICATE OF AUTHORITY

Indianapolis, Indiana October 02, 1998

Whereas, The HANOVER INSURANCE COMPANY of Bedford, New Hampshire having complied with all the requirements of the laws regulating Multi-line Insurance Companies doing business in the State of Indiana.

**Therefore,** as Insurance Commissioner of the State of Indiana, by virtue of authority vested in me by law, I do hereby authorize, empower and license the above named company to transact its appropriate business of:

Class II (a)(b)(c)(d)(e)(f)(g)(h)(i)(k- excluding bail bonds (I) Class III (a)(b)(c)(d)

through its duly authorized agents in the State of Indiana, in accordance with he laws thereof which are applicable to said Company.



IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office the date written above.

INSURANCE COMMISSIONER

. mc Car





### Rider

To be attached to and form part of Bond No. 1026992

On behalf of: Northview Christian Life Church, Inc.

In favor of: Hamilton County Board of Commissioners  $\mbox{ Dated the 2}^{\mbox{\scriptsize nd}} \mbox{ day of September, 2014.}$ 

It is agreed that:

The bond is hereby revised to include the wording:

### **GEORGE BURKE LEGAL DRAIN**

This rider is effective as of 12:01 A.M. on September 18<sup>th</sup>, 2014 Signed, sealed and dated this 18<sup>th</sup> day of September, 2014.

The Hanover Insurance Company

Mark Statter, Attorney-In-Fact

333 W Pierce Rd, Itasca, IL 60143

# THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

### POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, corporation organized and existing under the laws of the State of Michigan,do hereby constitute and appoint

Joellen Mendoza, Ward N. Riedesel, Diane E. Moore, MarkStatter, Steven B. Cade, Martin Moss and/or Donna Whalen

of Itasca, IL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated by and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

### ~Any such obligations in the United States, in any amount~

and said companies hereby ratify and confirm all and whatsoever said Attoney(s)-in-fact may lawfully do in the premises by virtue of these presents.

These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Compaies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested bytwo Vice Presidents, this **4th** day of **February 2014**.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS, INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER ) ss

Joe Brenstrom. Vice President

On this 4th day of February 2014 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Express Boot. 21, 2018

Barbara A. Garlick, Notary Public My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED. That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 18th day of 2014

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete, Vice President



## Northview Christian Life Church George Burk Drain Relocation

W E S 300

Printed: Sep 16, 2014

The information on this web site is provided and hosted by Hamilton County, Indiana. Continued use of this web site is conditional upon your explicit acceptance of the terms and conditions set forth in this disclaimer document. The data provided herein may be inaccurate and/or out of date. Any person or entity who relies on this data for any purpose whatsoever does so solely at their own risk. Neither Hamilton County Indiana nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided 'as is' without warranty of any kind. Hamilton County may elect to discontinue this service without notice at any point in the future.





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

12-27-2016

### Re: George Burk Drain - Northview Christian Life Relocation

Attached are as-built, certificate of completion & compliance, and other information for the Northview Christian Life Relocation. 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 September 22, 2014. The report was approved by the Board at the hearing held September 22, 2014. (See Drainage Board Minutes Book 15, Pages 544-545) The changes are as follows: the 30" HDPE was shortened from 678 feet to 647 feet. The length of the drain due to the changes described above is now 647 feet. The original 12" tile was removed across the site from Station 68+80 to 75+00. Thus, this project added 27 feet to the drain's overall length.

The non-enforcement was approved by the Board at its meeting on September 22, 2014 and recorded under instrument #2014042229. The following sureties were guaranteed by The Hanover Insurance Group and released by the Board on its January 23, 2017 meeting.

Bond-LC No: 1026992 Amount: \$86,780.40 For: Storm Sewers & SSD Issue Date: September 2, 2014

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

Sincerely,

Kenton C. Ward, CFM Hamilton County Surveyor

### CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: Northview Christian Life Church - Fishers Campus						
I hereby certify that:						
1. I am a Registered Land Surveyor or Engineer in the State of Indiana.						
2. I am familiar with the plans and specifications for the above referenced subdivision.						
3. I have personally observed and supervised the completion of the drainage facilities for the above referenced subdivision.						
4. The drainage facilities within the above referenced subdivision to the best of my knowledge, information and belief have been installed and completed in conformity with all plans and specifications.						
<ol> <li>The drainage facilities within the above referenced subdivision to the best of my knowledge, information and belief have been correctly represented on the Record Drawings, Digital Record Drawings and the Structure Data Spreadsheet.</li> </ol>						
Signature: Juliahar Date: 1-14-16  Type or Print Name: Tyler Shaw						
Type or Print Name: Tyler Shaw						
Business Address: 8740 E. 30th 5t.						
Indianapolis, IN 46219						
Telephone Number: 317-957-5709						
SEAL INDIANA REGISTRATION NUMBER						
•						

