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108

1st
Filed in
of March 15
Arthur A. Covert

the above described work on or before the 12th day of ^{January} A.D. 19 16..

And It Is Further Agreed, That the said party of the second part will furnish all materials, tools, labor and appliances necessary for the construction of the said work in the manner and with the time as set forth in this agreement.

And It Is Further Agreed, That the time shall be the essence of this agreement and should the said party of the second part fail to complete the work, as hereinbefore described, in the manner herein described or within the time as herein set forth or according to the terms of this agreement; then the said party of the second part shall forfeit to the said County of Anoka the sum of^{10⁰⁰}.....Dollars for each and every day that the said work remains in an unfinished condition after the time above specified.

Terms.

County The term "County Commissioners" wherever used in this Commissioners. agreement is intended to designate a majority of the members of the Board of County Commissioners of the County of Anoka in the State of Minnesota.

Contractor. The term "Contractor" wherever used in this agreement is intended to designate the party of parties who may contract with the County of Anoka for the construction of any part of this work.

Engineer. The term "Engineer" wherever used in this agreement is intended to designate the civil engineer who has been appointed by the County Commissioners for the survey and superintendence of this work.

Plans. The plans, reports, specifications and the general Laws of the State of Minnesota relative to the construction of public ditches must be considered as a part of this agreement and shall be considered in submitting bids on this work and for the construction of the same.

Specifications.

General Description. This work shall consist of furnishing all materials, tools, labor and appliances and building complete in every detail

of Ditch No..... of Anoka County to the satisfaction of the County Commissioners and the engineer and in compliance with the plans and reports of said ditch on file and in of record in the office of the Auditor of the said Anoka County, and these specifications.

Time. Work shall commence on or before the ... *1st Day* ... of ... *April* ... *19.15.* and shall be pushed with due diligence until its completion *which completion* shall occur before the ... *1st* ... day of ... *January* ... A.D. 19. *19.*

Clearing and Grubbing. The contractor shall clear the route of the ditch from all trees, underbrush, roots and stumps to a width of three (3) feet on each side at the top of the finished ditch and its branches. Such trees, underbrush, etc. to be removed and piled outside of the earth taken from the prism of the ditch and its branches, and it shall be and remain the property of the owner of the land on which said trees, etc. are found.

Opening. Where the ditch is designated to be an open ditch, the top shall be opened sufficiently wide to secure a completed ditch of the required width, even though, the opening has to be made wider than the width stated in the report of the engineer.

Material. The material will be removed from the prism of the ditch and be deposited on either side in a compact pile along the route of the ditch as circumstances will admit, unless the ditch crosses a traveled or legally established road, or is otherwise specified by the engineer.

Along Road. (4) Where an open ditch follows parallel and within four feet of the center line of a traveled or legally established road the material that is taken from the ditch shall be distributed to a uniform depth on the center line of the said road and to a width of not less than six (6) feet from the center on either side, so as to form a turnpike along the center line of the said road and to a length equal to the length of a ditch along the highway.

Crosses There the line of the ditch crosses a traveled or Road legally established road, the material from the ditch will be deposited in such a manner as the engineer may direct.

Berm. No earth or other material shall be left on the side of the ditch within ~~Three~~^{Three (3)} feet of either side of the completed ditch. This space of ~~Three~~^{Three (3)} feet shall be, when the ditch is completed, free from earth or any material or roots or stumps.

Surface. At each One Hundred (100) foot station an opening will be made in the bank of the material taken from the ditch and a shallow ditch at least Six (6) inches deep and One (1) foot wide will be dug from the natural surface of all marshes to the ditch itself in order to allow all surface water to reach the ditch.

Old Ditches. Whenever a bank of this ditch runs within Twenty (20) feet or less of a bank of any old ditch, the material from the new ditch shall be deposited in the old ditch until sufficient earth has been deposited therein to completely fill the same.

Bridges. The bridging of the roads where the ditch crosses a road will be done by the Board of Supervisors of the Town in which the crossing is situated, unless otherwise designated and will be built in accordance with the plans in said Engineers report.

Staking. The ditch and its branches has been staked by placing numbered stakes at each One Hundred (100) foot and by placing a larger pole where the line of the ditch changes. These stakes are on the center line of the proposed ditch and its branches and should be closely followed in the construction of the same.

Excavation. The ditch and its branches will be excavated to the depth, the width on top, the width on the bottom and have the banks of the slope as given and set forth in the report of the engineer on file in the office of the Auditor of the County of Anoka. The bottom between each One Hundred (100) foot station will be made smooth and straight and the banks shall have a uniform slope of One (1) to One (1) between each of said points.

Recd.

KNOW ALL MEN BY THESE PRESENTS.

That we *W. J. Zimmerman*
as principal ... and *Forest Zimmerman* *and*
W. J. Zimmerman as surties,

are held and firmly bound to the County of Anoka, State of Minnesota, and to any person or persons who may perform any work or labor or furnish any skill or material in the execution of this contract herein described, or who may show themselves to be aggrieved or injured by any breach of the said contract; in the sum of *Forteen hundred Eighty-eight and 5/100* Dollars, lawful money of the United States of America to be paid to the said County of Anoka, State of Minnesota.

The conditions of the above obligations are such that whereas that, at a public sale of the work of constructing *RR* of a certain public ditch designated as ditch No. *31* *Repairs* of Anoka County, held the *17th* day of *February* A.D. 19*15*, a certain section thereof numbered *RR. D. Repairs County Ditch No 31*
.....
were sold to *W. J. Zimmerman* of *Forest Lake Minn* and the said *W. J. Zimmerman*
..... made contract with the County Auditor of the said Anoka County acting for and in the place of the said county bearing date of *Apr. 27* A.D. 19*15* to construct the same.

Now, therefore, if the said *W. J. Zimmerman* shall truly and faithfully keep and perform all of the terms of the said contract; pay all charges and damages which may accrue from the construction of said work; pay all damages which may accrue from the reason of the failure to complete the said job within the time and in the manner required in the said contract and shall indemnify and save harmless the said county of Anoka

from all damages or injury to persons or property on account of this work and shall save harmless and shall indemnify the said County of Anoka from all costs and damages which may accrue on account of the said work; and that in case any change, extension or alteration is made in the terms of said contract such changes, extension, addition or alteration shall in no case affect the obligation of this bond or of the obligation of the said principal and sureties thereto; then the above obligation to be void, otherwise remain in full force and virtue.

Signed, sealed and delivered

in the presence of

W. P. Peterson.....

Raymond Stangor.....

..... (Seal)

John H. Peterson (Seal)

R. P. Peterson..... (Seal)

State of Minnesota,)
County of Anoka } SS.

Came personally before me this 27th

day of *September*..... A.D. 19*16* to be known to be the person who executed the foregoing bond, and each acknowledged that he executed the same as his free act and deed.

W. P. Peterson.....

Notary Public, Washington Co

My Comm. Expires April 6-1916

State of Minnesota,)
County of ~~Anoka~~ } SS.

W. H. Walker..... and

being first duly sworn, doth say, each for himself, that he is the same person as the surety above named, and he executed the foregoing instrument, and that he is president freeholder in the County of Anoka, State of Minnesota, and worth the sum of *Twenty hundred eighty eight and 58/100*.....

Dollars above his debts and liabilities and exclusive of his property exempt from execution.

Geo. H. Simmons
.....
R. Peck
.....

Subscribed and sworn to before me this .. 27th .. day of ..

Albany..... A.D. 1915

W. D. Johnson
Notary Public - Washington & Me
My Comm. expires Oct 6 - 1916