

State of Minnesota
County of Hennepin

} ss.

On this 26th day of August 19 47, before me
appeared Ruth I. Westlund
to me personally known, who being by me duly sworn, did say that she he is
the attorney of THE FIDELITY AND CASUALTY COMPANY OF
NEW YORK, a corporation; that the seal affixed to the foregoing instrument
is the corporate seal of said corporation, and that said instrument was
executed in behalf of said corporation by her
by authority of its Board of Directors; and the said Ruth I. Westlund
did acknowledge said instrument to be the free act and deed of said
corporation.

R. D. Zimmermann

Notary Public, Hennepin County, Minn.
My Commission Expires April 19, 1953.

Bond 3028, 1M. ★
(46051280)

The Fidelity and Casualty Company of New York

The Pioneer Bonding Company of the United States

BONDING DEPARTMENT

80 MAIDEN LANE, NEW YORK 8, N. Y.

Know all Men by these Presents:

That The Fidelity and Casualty Company of New York has made, constituted, and appointed, and by these presents does make, constitute, and appoint

Ruth I. Westlund of Minneapolis, Minnesota

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings, and contracts of suretyship to be given to all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of twenty five thousand dollars.

In Witness Whereof The Fidelity and Casualty Company of New York has caused its official seal to be hereunto affixed, and these presents to be signed by one of its secretaries and attested by one of its assistant secretaries this 20th day of December, 1939.

The Fidelity and Casualty Company of New York

John U. Brodsky

By

Secretary

Attest:

G. O'Leary, Jr.

Assistant Secretary.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

C. O'Leary, Jr. _____, being duly sworn, deposes and says:

That he is an assistant secretary of The Fidelity and Casualty Company of New York, the corporation which is described in and which executed the instrument overleaf; that he knows the corporate seal of the said corporation; that the seal affixed to the instrument overleaf is the corporate seal of The Fidelity and Casualty Company of New York, and was thereto affixed by order and authority of the board of directors of the said Company; that he signed his name thereto by like order and authority; that he is acquainted with JOHN C. BRODSKY, and knows him to be a secretary of the said Company; that the signature of the said JOHN C. BRODSKY subscribed to the said instrument is in the genuine handwriting of the said JOHN C. BRODSKY, and was thereto subscribed by order and authority of the said board of directors of the said Company; that the said Company is duly and legally incorporated under the laws of the State of New York, and has complied with and is now complying with the provisions of the Act of Congress of August 13, 1894, allowing certain corporations to be accepted as surety on bonds.

The deponent further states that the following is a true copy of an extract from the minutes of a meeting of the board of directors of the said Company held at its office in the City of New York on the 20th day of December, 1939, a quorum being present, and the resolution contained in the said extract was unanimously adopted and is now in full force and effect:

"RESOLVED, That BERNARD M. CULVER, president of the Company, be, and that he hereby is; that FRANK A. CHRISTENSEN and HALE ANDERSON, vice-presidents of the Company, be, and that each of them hereby is, and that WILLIAM L. BATES and JOHN C. BRODSKY, secretaries of the Company, be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute in behalf of The Fidelity and Casualty Company of New York bonds, undertakings, and all contracts of suretyship; and that any vice-president, or any secretary, or any assistant secretary be, and that each of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of the Company."

Sworn to before me this _____ day of _____, 1939.
C. O'Leary, Jr. _____
Assistant Secretary.

20th day of December, 1939.
Florence Carroll
COMMISSIONER OF DEEDS,
CITY OF NEW YORK.

I, Constance B. Zimmerly, an attorney of The Fidelity and Casualty Company of New York, do hereby certify that I have compared the copy of the power of attorney overleaf and the foregoing copy of the affidavit annexed to the said power of attorney with the originals now on file in the home office of the said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that the said power of attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Company this 26th day of August, in the year of one thousand nine hundred and forty-seven.

Constance B. Zimmerly
Attorney.

In Proceedings for the Repair of

Ditch No. 41

**Contract and Contractor's
Bond**

of

Rooter & Johnson

The within Bond and the sureties
thereon are hereby approved this
day of , 19

Filed September 17, 1947

E. W. Carlson

County Auditor.

By g. S.

In Proceedings for the Repairing of _____ County _____ Ditch No. 41
in _____ Anoka _____ County, Minnesota:

THIS AGREEMENT, Made this 11th day of August, A. D. 19 47,

by and between Lester R. Rodes and Archie H. Johnson, doing business as Rodes and Johnson
of _____ Anoka County, Minn. _____ parties of the first part, and the County
of _____ Anoka _____ State of Minnesota, party of the second part, WITNESSETH:

THAT WHEREAS, The Board of County Commissioners of the County of _____ Anoka _____

State of Minnesota, did order the repair of _____ County _____ Ditch No. 41 _____,

by their order bearing date the 17th day of June, A. D. 19 47,
according to the report of the engineer-inspector appointed to examine the same, made and filed herein;

AND WHEREAS, At a public sale held on the 4th day of August _____,

A. D. 19 47, the County Auditor and Chairman of the Board of County Commissioners of said County
did, with the approval of said engineer-inspector duly sell to the parties of the first part hereto, he being
the lowest and most responsible bidder therefor, the job of cleaning, repairing and modifying said
ditch in the excavation of 40578 cubic yards of earth, the providing and installation
of 70 feet of 36" 12 gauge iron arched culverts, 86 feet of 48" 12 gauge iron arched
culverts and 50 feet of 48" 10 gauge iron arched culverts, together with grubbing
and cleaning throughout the length of the ditch _____

for the sum of Eleven thousand eight hundred and 06/100 ----- Dollars;
NOW IN CONSIDERATION OF SAID PREMISES, The said party _____ of the first part hereby
contract and agree to perform the work above described within the time and in the manner set forth
in the report of said engineer, and according to this contract, and the plans and specifications hereto
attached and made a part hereof, marked "Exhibit A," and subject to the approval of said engineer and
of the County Auditor of said County, and subject to all the requirements of law relating to this contract,
and the provisions of law relating to the giving of bonds by contractors for public works and improvements.
The said parties of the first part further agree that time shall be of the essence of this contract,
and that if there shall be any failure to perform the work herein described according to the terms of
this contract, and within the time limits specified therein, and according to the plans and specifications
contained in said engineer's report, that they shall forfeit and pay to said County the sum
of Five and no/100 ----- Dollars for each day that such failure shall
continue; and that no extension of time within which to complete said work shall be granted unless
applied for in writing to said County Auditor, showing to his satisfaction good and sufficient reasons
therefor, and that no extension granted shall affect the right of said party of the second part to enforce
such forfeiture, if any, as shall occur after the time originally limited before such extension or that
shall occur after the limit of such extension.

Said parties of the first part also agree to pay, as they become due, all just claims for all work
and labor performed, and all skill and material furnished, in the execution of this contract, and to
save said second party harmless from any cost, charge and expense that may accrue on account of the
doing of the work specified in this contract.

Said parties of the first part also agree that said engineer shall have the right, with the consent
of said County Auditor, to modify his plans and specifications of said work as said work proceeds
and as circumstances may require, provided no changes are made that will substantially impair the
usefulness of any part of said ditch, or substantially alter its original character, or increase its total
cost by more than ten per centum of the total original contract price for the repair
thereof or increase the cost to exceed total estimated benefits; the party of the first part of the
first part will be compensated for any additional work caused by such change at a price
not to exceed the contract price for similar work; and the engineer's determination
thereof shall be accepted by the parties of the first part and if such change
reduces the amount of work necessary then the contract price herein may be reduced
in like manner.

Know All Men by these Presents: and Johnson

That Lester Rootes and Archie N. Johnson, doing business as Rootes/ as principal, and The Fidelity and Casualty Company of New York as sureties,

are held and firmly bound unto 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 the contract described herein, or who may show themselves to be aggrieved or injured by any breach of the said contract, in the sum of Eight Thousand Eight Hundred Fifty and no/100 DOLLARS,

lawful money of the United States of America, to be paid to the said County of Anoka State of Minnesota, its successors or assigns, and said person or persons above specified, their heirs, executors, administrators or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents.

Sealed with our seals and dated the 26th day of August A. D. 1947.

The condition of the above obligation is such that, whereas, at a public sale of the job of repairing

Minnesota, held on the 4th day of August in Anoka County,

such work, consisting of cleaning, repairing and modifying said ditch in the excavation of 40578 cubic yards of earth, the providing and installation of 70 feet of 36"

12 gauge iron arched culverts, 86 feet of 48" 12 gauge iron arched culverts and 50 feet of 48" 10 gauge iron arched culverts, together with the grubbing and cleaning throughout the length of the ditch,

was duly sold to the said Lester Rootes and Archie N. Johnson doing business as and the said Lester Rootes and Archie N. Johnson doing business as have made a contract with the said County of Anoka, State of Minnesota, bearing date the

11th day of August A. D. 1947, to perform said repair work; NOW, THEREFORE, if the said Lester Rootes and Archie N. Johnson doing business

truly perform his said contract, and shall complete the work in said contract specified according to its terms, and within the time and for the price therein specified, and shall comply with all the requirements of law relating to said contract, and shall pay all damages which may accrue by reason of their failure to complete said contract and said work within the time and in the manner required by said contract; and shall pay, as they become due, all just claims for all work and labor performed, and said contract harmless from any cost, charge and expense that may accrue on account of the doing of said work in said contract specified; and that, in case of the failure to perform said work according to the terms of said contract, the sureties hereon shall be liable for all damages resulting from such failure, whether said work be re-sold or re-let, or not, and that any person showing himself aggrieved, injured, or damaged by such failure may maintain an action upon this obligation in his own name, and that such right of action shall be successive in favor of all such persons so injured or damaged; such change, extension, addition or alteration shall in no case affect the obligation of this bond, or the obligation of said principal and sureties thereto; then this obligation shall be void, otherwise it shall remain and be of full force and virtue.

Signed, Sealed and Delivered in Presence of

Lester Rootes and Archie N. Johnson

State of Minnesota

County of Anoka

came personally before me on this 24th day of August A. D. 1947 to me well known to be the persons who executed the foregoing bond, and each acknowledged that he executed the same as his free act and deed.

T. H. DALY, Notary Public, State of Minn. My Commission Expires April 21, 1951.

State of Minnesota

County of Anoka

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 a resident freeholder in the County of Anoka State of Minnesota, and worth Dollars above his debts and liabilities and exclusive of his property exempt from execution.

Subscribed and sworn to before me this 4. D. 19 day of

Upon the completion of said work according to the terms hereof, and the inspection and approval thereof by said engineer having charge thereof, and the surrender of the certificate of acceptance thereof to be issued to said first parties by said engineer with the approval thereof by the Board of County Commissioners of said County indorsed thereon, to the County Auditor of said County, according to law, said party of the second part hereby agrees to pay to said parties of the first part the contract price herein specified, out of the general ditch fund of said County, if said fund shall then be sufficient to pay the same, and in case said fund shall not then be sufficient to pay the same that it shall pay the same as soon as said fund shall be sufficient to pay the same, with interest at the rate of six per cent per annum from the date such certificate shall be presented for payment until the date said price shall be paid by the County Auditor of said County.

~~The parties of the first part contract and agree to complete all work and construction required by this contract by July 1, 1946.~~
It will pay the same in the manner prescribed by Chapter 143, Laws of 1947.

The parties of the first part contract and agree to complete all work and construction required by this contract by July 1, 1948.
Any provisions in the specifications made a part hereof to the contrary notwithstanding any forfeiture of the bond made pursuant hereto caused by the default of the parties of the first part will be made according to Section Thirty-two, Chapter One hundred Forty-three, Laws of 1947, and that section is made a part hereof for this purpose.

IN WITNESS WHEREOF, the parties of the first part hereto have hereunto set their hand, and the party of the second part has caused the same to be signed in its name by its County Auditor and his seal of office to be hereto affixed.

Arthur M. Johnson
John J. Johnson

Notary
By *Ed Carlson* County Auditor,
County, Minnesota.

day of *April* A. D. 19 *1948*
W. M. [Signature] Civil Engineer,
W. M. [Signature] County Attorney,
Carver County, Minnesota.

The foregoing contract, and the specifications thereto attached and made a part thereof, and the form thereof, are hereby approved this