

State of Minnesota,

County of Deerka

H. P. Ackerson

} ss.

134

day of November

A. D. 1920 to me well known to be the person described in and who

executed the foregoing bond and each acknowledged that he executed the same as his free act and deed.

Henry D. Swartz

Notary Public

Walter P. Switzer

County, Minnesota.

My Commission Expires 19.....

State of Minnesota,

County of } ss.

STATE OF MINNESOTA,)

COUNTY OF HENNEPIN)

ss.

Be it known, that on this 10th day of Nov.

A.D. 1920, before me appeared C. E. Jungwiler to me personally known, who being by me sworn, did say that he is the Agent and Attorney in fact of the Lion Bonding & Surety Company, the corporation whose name is affixed to the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and the said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said C. E. Jungwiler acknowledged said instrument to be the free act and deed of said corporation.

R. A. Telle

Notary Public, Hennepin County, Minnesota.
My commission expires July 22-1926

Notary Public.

County, Minn.

My commission expires

19.....

I,, the Civil Engineer, appointed by the County

Board to survey the ditch mentioned in the foregoing and attached Contract and Bond, do Certify that the said Contract and the Bid therein mentioned is in compliance with the plans and specifications of such ditch and I do hereby approve the same.

Dated this 10th day of December 1920

Approved as to form and execution.

W. A. Ackerson
County Attorney.

Wagner P. Kelly
Civil Engineer.

DRAINAGE BLANK

IN THE MATTER OF THE PETITION OF

AND OTHERS

For Constructing

Ditch No.

Contract and Contractor's Bond

OF

The within Bond and the sureties therein are hereby approved this.....

day of....., 19.....

County Auditor.

Chairman of County Board.

Clerk of District Court.

Filed....., 19.....

County Auditor.

State of Minnesota,

County of Anoka,

} ss.

In the Matter of the Petition of Edward Anderson and Others for a Public Ditch Repairs in the County of Anoka State of Minnesota.

This Agreement, Made this 31st day of August, 1920 by and between K. C. Richardson, of Anoka, Minn., party 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 Anoka County,

State of Minnesota, did establish and order to be constructed a certain Repairs Public ditch by its order bearing date the 21st day of July, A. D. 1920, according to the report of the Civil Engineer appointed to survey the same, made and filed herein, and according to the report of the viewers appointed herein, made and filed herein, which ditch has been designated and numbered as Repairs County Ditch No. 28

And Whereas, At a public sale of the jobs of digging and constructing the entire work of said ditch in linear sections of one hundred (100) feet each, each of which sections are marked and known, and numbered by the stake or monument set by said Engineer at the foot of each of said sections, as shown by the report of said Engineer, commencing at the one including the outlet, and thence in succession to the one including the source, held on the 24th day of August, A. D. 1920, the said County Auditor, the Chairman of the County Board and the Clerk of the District Court of said County, did duly sell to said K. C. Richardson he being the lowest and best responsible bidder

therefor, the job of digging and constructing sections of said ditch, numbered as follows, from said outlet, to-wit: All of the Main Ditch, Branch 1, Branch 2, Lateral 1 of Branch 2, Lateral 2 of Branch 2, Branch 3, Branch 5A, Branch 11, Lateral 1 of Branch 11 and Lateral 2 of Branch 11;

and of leveling and constructing miles of roadway at Dollars (\$) per mile

Now in consideration of the said premises, and the sum of Twenty-Eight Thousand One Hundred
Sixty-six and 29/100 DOLLARS

to be paid to I. C. Richardson as provided by law, the said I. C. Richardson

hereby contracts and agrees to dig and construct the Ditch, Branches and laterals
above described in the time and manner set forth in the report of said Engineer, upon which said ditch is established and
according to the plans, specifications and conditions therefor on file in the office of the Auditor

of said county, which plans and specifications are hereby made a part hereof, and subject to the approval of said Engineer
and of said County Auditor

Said party of the first part further agrees to pay as they become due, all just claims for all work and labor per-
formed and all tools, machinery, skill and material furnished in the execution of this contract and to complete said con-
tract according to its terms and to save the second party harmless from all costs, charges or expense that may accrue
on account of the doing of the work specified in this contract, and to comply with the laws appertaining thereto.

The party of the first part further agrees that the said work shall be done under the supervision of said Engineer
and that the said Engineer shall have the right, with the consent of the County Board, to modify and change his reports,
plans and specifications as the work of construction of such ditch proceeds, and as circumstances may require, provided
no change shall be made that will substantially impair the usefulness of the said ditch or any part thereof, or substantially
alter its original character or increase the total cost of the work more than ten per centum of the total original contract
price for the construction thereof, which added cost shall be paid by the party of the second part to the party of the
first part at the cost fixed for like work in this contract.

The party of the first part further agrees to complete said work not later than January 1, 1922.

The party of the first part further agrees 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 limited
therein originally or by extension and according to the plans and specifications contained in said Engineer's report, he
shall forfeit and pay to said County the sum of Ten DOLLARS,
for each day that such failure shall continue, and that no extension of the time within which to complete said work 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 and before such extension or accruing after the limit of the extension

In Testimony Whereof, The parties hereto have executed this contract the day and year first above
written.

Signed in the presence of

[Signature]
Annel Stevens

I. C. Richardson

Quora County, Minnesota
Arthur H. [Signature] County Auditor.

E. L. Ferguson Chairman of County Board.
Theo. A. Nelson Clerk of District Court.

[BOND]

Know All Men by These Presents, That K. C. Richardson

of Anoka, Minnesota, as principal, and _____ as principal

LION BONDING & SURETY COMPANY, a corporation of Omaha, Nebraska,

as surety are jointly and severally held and firmly bound unto the County of Anoka

State of Minnesota, for the use of said County and of all persons who may show themselves to be aggrieved or injured, by any breach of the contract described herein, in the sum of

Twenty-eight thousand one-hundred sixty-six and 29/100 (28,166.29) - - - - - 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 persons so aggrieved or injured, their heirs, executors, administrators or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

Sealed with our seals and dated the 10th day of November, A. D. 1920

The condition of the above obligation is such that, whereas at a public sale of the jobs of digging and constructing that certain county ditch designated and numbered as repair of county Ditch No. 28 held on the 24th day of August, A. D. 1920, the job of digging and constructing certain sections thereof numbered all of Main ditch, branch 1, Branch 2, Lateral 1 of branch 2, Lateral 2 of Branch 2, Branch 3, Branch 5-a, Branch 11, Lateral 1 of Branch 11 and Lateral 2 of Branch 11;

~~and of leveling and constructing~~ ~~at the rate of~~ ~~per mile~~

were duly sold to the said Principal and the said principal has made a contract with the said County of Anoka, State of Minnesota, bearing date the 31st day of August, A. D. 1920, to construct the same:

Now, Therefore, If the said K. C. Richardson

shall and does faithfully as they become due, pay all just claims for all work and labor performed and all skill Tools, Machinery and material furnished in the execution of said contract and save the said second party harmless from all costs, charges or expense that may accrue on account of the doing of the work specified in said contract and shall and does faithfully perform and complete said contract, and pay all damages, penalties and forfeitures which may accrue by reason of the failure to complete the said job and contract, within the time and in the manner required in said contract, therefor, and shall comply with the laws appertaining thereto, then the above obligation to be void, otherwise to remain in full force and effect; and in case of failure to perform said work in the manner and within the time required by the terms of said contract, the bondsmen hereon shall be liable for all damages resulting from such failure, whether the work be resold or not, and that any person showing himself injured by such failure may maintain an action upon this bond in his own name, and that actions hereon shall be successive in favor of all persons so injured. And no change, extension, alteration or addition to the terms of said Contract or Specifications, shall in anywise affect the obligation of the principals or sureties hereon.

Signed, Sealed and Delivered in the presence of
M. B. Lyl
D. P. Richardson
G. V. Luchas

K. C. Richardson [SEAL]
LION BONDING & SURETY COMPANY [SEAL]
By C. L. Juggishey [SEAL]
Attorney-in-fact [SEAL]

M. B. Lyl