

Repairs Dated 1st

**Lion
Bonding & Surety
Co.**



Omaha

6900

ISSUED TO

K. C. Richardson

OF

Anoka, Minn.



LION BONDING & SURETY CO.
 (INCORPORATED)
 OMAHA



Exhibit No. 4.

CONTRACT AND SPECIFICATIONS.

For

Repairs County Ditch No. 35 in the County of Anoka,
 State of Minnesota.

This agreement, made and entered into this *30th* day of *April*,
 A.D. 1917, between the County of
 Anoka in the State of Minnesota, party of the first part and
K. C. Richardson party of the second part:

WITNESSETH, that for and in considerations of the
 payments to be made by the said party of the first part, at the
 times and in the manner as hereinafter mentioned; the said party of
 the second part covenants and agrees with the said party of the
 first part to construct, complete in every detail and in the manner
 hereinafter specified the following described work.....

*Main ditch Branches One Two Three
 four and Station 0 to 6 1/2 Branch Five
 of Repair County ditch No. 35*

.....

 FOR *Fifty-one Hundred Twenty* (\$*5,120.00*) Dollars as

Given in my bid for the said work, the said work being
 the construction of a public ditch in the town of *Columbus*,
 in said County.

And it is agreed that the work shall be done within
 the time as hereinafter specified, and in the manner herein specif-
 led, and in accordance with the report of the Civil Engineer which
 are now on file in the office of the Auditor of the said Anoka
 County, and in accordance with the Laws of the State of Minnesota
 relative to the construction of public ditches in the said State.

And it is further agreed, that the said party of the
 second part shall commence work within *30* days after filing

the required bond and signing this agreement, and shall complete the above described work on or before the^{2.5^d} day of ..~~Nov~~.....A.D. 1917....

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 within 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^{Ten}.....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
Commissioners. in this agreement is intended to designate a majority of the members of the Board of County Commissioners of the County of Anoka, State of Minnesota.

Contractor. The term "Contractor" wherever used in this agreement is intended to designate the party or 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 the construction of the same.

General

Specifications.

Description. This work shall consist of furnishing all materials, tools, labor and appliances and building complete in every detail of *Reפורו קונט.* Ditch No. *35*..... 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 of record in the office of the Auditor of the said Anoka County and these specifications.

Time. Work shall commence on or before the *25th day* of *May*.....19*17*.....and shall be pushed with due diligence until its completion, which completion shall occur before the *25th day of May*.....A. D. 19*17*...

Clearing and Grubbing. The Contractor shall clear the route of the ditch from all trees, underbrush, roots and stumps, to a width of *10*.....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.

Along Road. Where an open ditch follows parallel and within four (4) rods of the center line of a traveled(road) 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 turn pike along the center line of the said road and to a length equal to the length of a ditch along the highway.

Material
Deposited.

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.

Crosses

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

Berm.

No earth or other material shall be left on the side of the ditch within ³...feet of either side of the completed ditch. This space of ³...feet shall be when the ditch is completed, free from earth of 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

Wherever 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 Engineer's 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 ditches 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, unless otherwise designated on plans.

Levels have been taken at the uneven points between the One Hundred (100) foot stations and quantities estimated for such unevenness so that the contractor will receive payment for each cubic yard of material removed.

Open Ditches.
The general form of the open ditches shall be of the required width on top, of the required depth

and having the side slopes of One (1) to One (1) unless otherwise designated on plans. Between stations the ditch shall have the same slope of the sides and shall be of sufficient width on top to secure that slope.

AND IT IS FURTHER AGREED, That as the work progresses, the engineer may alter or change the plans, specifications, or the manner of conducting the work, but it is agreed that no change will be made so that it will increase the cost of the work above Ten (10) per centum of the total original contract price. Any change so made will be done only on the written instructions of the engineer.

AND IT IS FURTHER AGREED, that the payments will be made by the said party of the first part by orders drawn on the Treasurer of the County of Anoka, in the manner and at the time as established by the Laws of the State of Minnesota, relative to the drainage of the lands by the Counties of the said State.

In Witness Whereof, the said parties to this agreement have hereunto set their hands and seals the day and year first written.

Witnesses.

Fannie B. Douber
.....
Carrie Dorrell
.....
.....

Wm Bradley.....
William Paul & Sons
.....
John D. George & Sons
Wm Richardson
.....

[BOND]

Know All Men by These Presents, That X. O. Richardson of

Anoka, Minnesota as Principal and Lion Bonding & Surety Company,

a corporation of Omaha, Nebraska

are held and firmly bound unto the County of Anoka

State of Minnesota, and to any person or persons who may show themselves to be aggrieved or injured, by any breach of the contract described herein, in the sum of Three Thousand Eight Hundred Forty & 00/100

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 aggrieved or injured, their heirs, executor, 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 30th day of April, A. D. 1917

The condition of the above obligation is such that, whereas at a public sale of the jobs of digging and constructing that certain ditch designated and numbered as County Ditch No. 35 held on the 30th

day of April, A. D. 1917 certain sections thereof numbered to-wit:

Main Ditch, Branch 1, 2, 3, 4 and Station 0 to 6 of Branch 5 of
repairs County Ditch #35

were duly sold to the said X. O. Richardson and the said

X. O. Richardson has made a contract with the said County of Anoka, State of Minnesota, bearing date the 30th day of April

A. D. 1917, to construct the same:

Now, Therefore, If the said X. O. Richardson

shall and does faithfully as they become due, pay all just claims for all work and labor performed and all skill and material furnished in the execution of said contract and save the said second party harmless from any cost, charge or expense that may accrue on account of the doing of the work specified in said contract and shall and does faithfully perform and fulfil his said contract and pay all damages 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, then the above obligation to be void, otherwise to remain in full force and virtue; and in case of failure to construct said work according to 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 herein 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 _____ [SEAL]

Carrie Olmsted
Walter Olmsted

X. O. Richardson
LION BONDING & SURETY COMPANY [SEAL]

Lawell B. Zellner
Earlie K. Blair

BY *W. Zellner* Attorney in fact [SEAL]

State of Minnesota,

County of _____

} ss.

came personally before me, on this _____

day of _____, A. D. 19____, 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.

State of Minnesota,

} ss.

State of Minnesota)
County of Hennepin)

ss.

Be it known, that on this 30 day of April, A. D. 1917, before me appeared A. J. Schunk to me personally known, who being by me sworn, did say that he is the Agent and Attorney-in fact, of the LICON BONDING & SURETY CO., 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 A. J. Schunk acknowledged said instrument to be the free act and deed of said corporation.

Julius K. Bleis

Notary Public, Hennepin County, Minn.

Notary Public, Hennepin Co. Minn.
My Commission Expires Sept 2nd 1921

RAINAGE BLANK.

THE MATTER OF THE PETITION OF

AND OTHERS

For Constructing
Ditch No. _____

Contract and Contractor's Bond
OF

*M. as to form & legality -
Will A. Manderson
Co - city
5/2/17.*

e within Bond and the sureties therein are
y approved this _____

of _____, 19____

_____ 19____

County Auditor.