

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 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. Zimmerman

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

Books, 1M. ★  
(4661280)

# 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 G. Brodsky

By

Secretary.

Attest:

C. 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."

C. O'Leary, Jr.

Sworn to before me this

.....  
Assistant Secretary.

20th day of December, 1939.

Florence Carroll

.....  
COMMISSIONER OF DEEDS,  
CITY OF NEW YORK.

Constance H. Zimmerly

I, ....., 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 H. Zimmerly  
Attorney.

In Proceedings for the Repair of

Ditch No. 41

Contract and Contractor's  
Bond

of

Robert Johnson

The within Bond and the sureties  
thereon are hereby approved this

day of \_\_\_\_\_, 19

Filed September 17, 1947

E. G. Carlson

County Auditor.

By J. 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 17,

by and between Lester Footes and Archie N. Johnson doing business as Footes 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          Ditch No. 41  
by their order bearing date the 17th day of June, A. D. 19 17,  
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 14th day of August  
A. D. 19 17, 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 405 7/8 cubic yards of earth, the providing and installation  
of 70 feet of 3 1/2" 12 gauge iron arched culverts, 56 feet of 1 1/2" 12 gauge iron arched  
culverts and 57 feet of 1 1/2" 12 gauge iron arched culverts, together with grubbing  
and cleaning throughout the length of the ditch  
(The gross amount of 457 1/2 cubic yards of earth removed, the grubbing and other work included in the job of repairing)

for the sum of Seven thousand eight hundred and 06/100 Dollars:

NOW IN CONSOLIDATION 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 charges 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 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.

(BOND)

F&C BOND NO. 2182523

Know All Men by these Presents:

and Johnson

That Lester Rootes and Archie N. Johnson, doing business as Rootes/Johnson 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, 56 feet of 48" 12 gauge iron arched culverts and 50 feet of 18" 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

with the said County of Anoka, State of Minnesota, bearing date the 11th day of August 1947, Lester Rootes and Archie N. Johnson doing business as Rootes and Johnson shall well and truly perform

NOTW, THEREFORE, If the said Lester Rootes and Archie N. Johnson shall well and 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 skill and material furnished, in the execution of said contract, and shall have said second party, to 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; and that, in case any change, extension, addition or alteration is made in the terms of said contract, 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

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, Sycamore County, 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

The sum of 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

