

Exhibit No. 5.

Ditch No. 46 Anoka Co.

Filed 4/19/1907

Arthur Kaswell
Co. Auditor

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 times as hereinafter set forth in this agreement, and in accordance with the plans, specifications, reports of the Engineer and the laws of the State of Minnesota relative to the construction of public drains in the said State.

Terms.

The term "County Commissioners" wherever used 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 this work.

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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 superintendance of this work, or his authorized assistants.

Plans, Reports, and for the construction of the same. The plans, reports, and specifications shall be considered a part of this agreement and must be considered in submitting bids on this work and for the construction of the same.

Time. And It Is Further Agreed, that, time is the essence of this agreement and should the said party of the second part fail to complete the ditch and its branches in the manner and within the time herein specified, then the said party of the second part shall forfeit to the said party of the first part the sum ofdollar per day for each and every day that the said ditch or its branches remain in an unfinished condition after the specified date for its completion.

Specifications.

General Description. This work shall consist of furnishing all materials, tools labor and appliances necessary for the construction; and constructing Ditch number Forty ~~Five~~^{Six} ~~45~~⁴⁶ and its branches to the satisfaction of the County Commissioners and the engineer, in compliances with the plans, and reports on file in the office of the Auditor in and for said County of Anoka, and these specifications.

Time. Work shall commence on the ditch or its branches withindays after filing the required bond and the signing of this agreement; and shall be pushed with due diligence until completion, which completion shall occur before theday ofA. D. 190...

Clearing

Clearing

The contractor shall clear the route of the ditch from all tree underbrush, roots and stumps to a width of Two (2) feet on each side of

Grubbing.

the completed ditch and its branches. Such trees underbrush etc. to be removed and piled outside of the earth taken from the ditch, and it shall be and remain the property of the owner of the land on which said trees etc. are found.

Excavation.

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

Material

The material will be removed from the prism of the ditch deposited. and deposited on either side in as compact a 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

Where the ditch follows parallel with the 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 to a width of not less than Six (6) feet from the center on either side.

Crosses

Where the line of the ditch crosses a traveled or legally established road the material 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 Two (2) feet of either side thereof. This space of Two (2) feet shall, when the ditch is completed, be 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 in depth, 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.

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. The said Town will be allowed damages for the construction of the bridges in the report of the viewers of this ditch.

Staking.

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

The ditch and its branches will be excavated to the depth, the width on top and the width on the bottom and have 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.

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

Quicksand.

Quicksand shall be defined as sand in which there is sufficient water remaining after all of the water has been drained from the land along the entire length of the ditch and its branches, down to an elevation equal to the top of the sand; that an excavation of One (1) foot square and One (1) foot in depth will entirely fill with sand within One (1) hour after the excavation has been made.

Should the contractor encounter quicksand in the course of this construction, he will drain the ditch and its branches for their entire length, of the surface water to a depth permissible by reason of

the quicksand. He will then notify the engineer, who will, when he has ascertained that the construction is rendered impracticable by reason of the quicksand, with the Chairman of the County Commissioners and the County Attorney inspect the situation and he will make ~~work~~ plans for the continuing of the construction. Should the work so planned make an extra outlay of money for the contractor or make extra labor, the engineer will so certify and the contractor shall be paid for such extra work as for the original work.

Drainage Tile. Drainage tile wherever specified in this work shall be of either round or hexagonal shape and shall correspond in weight to the standard weights of drainage tile. The tile shall not be less than One (1) foot in length, shall be evenly burned, of uniform thickness and regular in shape. Any tile not acceptable to the engineer shall be condemned and immediately removed from the work.

Sewer Pipe. Sewer pipe may be of the grade commonly known as number two (2) sewer pipe. It shall be in lengths of not less than Two (2) feet and shall be of such form that the spigot end will when inserted into the bell end leave at least One Eighth ($1/8$) inch between the pipe at all points. The pipe shall be inspected by the engineer before being placed in the trench and if condemned by him shall be immediately removed from the work. All pipe shall be to the satisfaction of the engineer and shall be of such form that a smooth bottom can be obtained.

Laying Pipe All tile and sewer pipe shall be laid in the presence of the engineer and to the line and grade as set by him.

Tile. All tile and sewer pipe shall be laid from a line by plumb and measuring pole. The line being strung on the center line of the pipe and at some feet above the grade of the bottom of the pipe then by means of the plumb and pole the pipe shall be properly placed on the line and grade. All pipe shall be laid straight from point of curve to point of curve and on the proper grade.

At the angles the pipe may be laid on a curve to be staged out by the engineer.

Joints. The joints of the tile in solid sand will be protected by a strip of tarred paper wrapped completely about the tile. In soft material the tile will be laid on a board at least Two Thirds (2/3) the diameter of the pipe in width, and shall be carefully covered so that the joints shall remain as placed.

Retaining wall. At either end of the pipe where exposed the end will be protected by means of a small retaining wall at least Twelve (12) inches in thickness by Two (2) feet in ~~width~~^{width} and Three (3) feet in height, to be made of portland cement concrete. The wall to be built in forms and no form shall be removed within five (5) days after the wall is completed.

Concrete. Concrete shall be composed of One (1) part of portland cement Three (3) parts of sand and Six (6) parts of broken stone or gravel.

Cement. All cement used on this work shall be from the mills of some well known and established manufacturers of portland cement and shall be to the satisfaction of the engineer.

Sand. All sand used shall be clean, coarse, sharp sand from which all gravel greater than One Eighth (1/8) inch in diameter and all foreign matter has been screened.

Stone. Broken stone shall be of solid stones which have been crushed to the fineness of One (1) inch in diameter and from which all dust has been screened.

Gravel. Gravel shall be composed of stones not larger than Two (2) inches in diameter and from which all sand has been screened,

Open Ditch. The general form of the open ditches shall be of the required depth, width on the top and bottom and have the side slopes of One to One (1-1) and between stations to have the same slope and the width on top to secure the same slope.

And It Is Further Agreed, that, the payments shall be made ~~to~~^{by} the said party of the ~~said~~^{first} part by orders drawn on the Treasurer of the County of Anoka, and State of Minnesota in the manner and at the times as stat-

ed in the laws of the State of Minnesota relative to drainage of lands
by the counties of the State of Minnesota.

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

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Witnesses.

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BOND.

KNOW ALL MEN BY THESE PRESENTS,

That we
.....
.....
are held and firmly bound unto the County of Anoka, State of Minnesota,
in the sum of

..... Dollars, lawful money of the United States
of America to be paid to the County of Anoka, State of Minnesota, or its
certain attorney, its successors and assigns, for which payment, well and
truly to be made, we bind ourselves, our heirs, executors and administrators,
jointly and severally, by these presents.

The Conditions of this obligation is such that, whereas at a public
sale of the work of constructing a certain public ditch designated as
"Ditch No. 46" of Anoka County, held the day of
..... A. D. 1907, certain sections thereof
numbered
were duly sold to
and the said ha... made a contrac
with the County Auditor of said Anoka County acting for and in the place
of the said County of Anoka and State of Minnesota hearing date of
..... A. D. 1907 to construct the same.

Now if, the said
shall well and truly and faithfully keep and perform all the term of the
said contract, and pay all damages which accrue from reason of the fail-
ure 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 Count-
of Anoka from any damage or injury to persons or property on account
work shall indemnify and save harmless the said County, from all costs and charges which
of this work, then the above obligation to be void, otherwise to remain
in full force and virtue.

may accrue from the work

In Witness Whereof, we hereunto set our hands and seals this
.....day ofif the year
nineteen hundred and seven.

..... seal
..... seal
..... seal
..... seal

Signed and sealed in presence of,

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