

Exhibit No. 5

Ditch No. 47 "Hard "

Anoka County

Copy Contract

Filed this

13th day

1907

of

June
Mattias A. Asmell
County Auditor.

Completed Contract
filed this 30th day
of September, 1907

Mattias A. Asmell
Co Auditor

Contract and Specifications

for

Ditch No. 47 in the County of Anoka,

State of Minnesota.

THIS AGREEMENT, made and entered into this 21st day of

..... day of A. D. 1907

between the County of Anoka in the State of Minnesota, party of the first part, and *Wm. H. Hill* of *Lehtenwill* *Minnesota*, party of the second part;

WITNESSETH, that for and in consideration of the payments to be made ^{by} the said party of the first part, in the manner and at the times 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, in the times and in the manner hereinafter specified, a public ditch and its branches in the town of *Lehtenwill* in the said County of Anoka state of Minnesota as shown in the reports of J. E. Hill, the Civil Engineer that has been appointed to survey and superintend the construction of the said ditch for the following sums of money namely *Eight hundred and* *Twenty-seven No Dollars* (\$27.00).

And It IS Further agreed that the said party of the second part will commence work on the ditch within *March 1* at 1907 days after the filing of his bond and the signing of this agreement and shall complete the work on the said ditch on or before the *1st* day of *August* A. D. 1907

And It IS Further Agreed that the said party of the second part will furnish all tools materials, appliances and labor necessary for the construction of this work in the manner and within the times as hereinafter set forth in this agreement, and in accordance with the plans, specifications, reports and the Laws of the State of Minnesota relative to the constructions on Public Ditches in the said State.

Terms. The term "County Commissioners" wherever used in this agreement

is intended to designate the members of the Board of County Commissioners of the County of Anoka and 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.

The County, hereinafter referred to as the "County," is hereby authorized to enter into a contract with the Contractor for the construction of the work herein specified.

And it is further agreed that the Contractor shall be responsible for the cost and should pay all parts of the work not to be included in the bid and the materials, labor, in the manner and time herein specified from the date of the award until the project is completed. The Contractor shall be responsible for the cost of the work not to be included in the bid and the materials, labor, in the manner and time herein specified from the date of the award until the project is completed.

General

Specifications and conditions necessary for the construction and completion of the work shall be as follows:

Plans, Specifications and all other data shall be furnished to the Contractor by the County Commissioner and the engineer in connection with the award of the contract. The Contractor shall be responsible for the cost of the work not to be included in the bid and the materials, labor, in the manner and time herein specified from the date of the award until the project is completed.

The Contractor shall keep the site of the work free from all obstructions and shall be responsible for the cost of the work not to be included in the bid and the materials, labor, in the manner and time herein specified from the date of the award until the project is completed.

Articles

and

The Contractor shall keep the site of the work free from all obstructions and shall be responsible for the cost of the work not to be included in the bid and the materials, labor, in the manner and time herein specified from the date of the award until the project is completed.

of Anoka for the construction 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 superintendance of this work or his authorized assistants.

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

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, in the manner and times herein specified then the said party of the second part shall forfeit to the said party of the first part the sum of dollars per day for each and every day that the said ditch and its branches remains in an unfinished state after the said specified date for its completion.

Specifications.

General This work shall consist of furnishing all materials, tools, Description labor and appliances necessary for the construction, and constructing Ditch No. Forty Five ^{over} (45) and its branches to the satisfaction of the County Commissioners and the engineer in compliance with the plans, reports on file in the office of the Auditor for the said County of Anoka and these specifications *and bid on file with said County*

Time. Work shall commence on the ditch or its branches with in ... *Sept 1st 1907* days after filing the required bond and signing this agreement, and shall be pushed with due diligence until completion which completion shall occur ~~xxxx~~ before the *at* day of *October* A. D. 1907.

Clearing The contractor shall clear the route of the ditch from all trees and underbrush, roots or stumps to a width of Two (2) feet on each side of the completed ditch. Such trees, underbrush etc. to be removed and piled outside of the earth taken from the ditch, and shall be and remain the

Bridges.

The bridging of the roads where the ditch crosses roads 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 has been staked by placing and numbering stakes at each One Hundred (100) feet of the ditch and its branches and by placing larger poles at the points where the line of the ditch changes. These stakes are on the proposed center line of the ditch and its branches and should closely follow the line as staked.

The ditch and its branches will be excavated to the depth, the width on top, the width on the bottom and of banks of the slopes as given and set forth in the report of the engineer as 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 between each of the said points.

Levels have been taken at the uneven points between the One Hundred (100) 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 water has been drained from the the land along the entire length of the ditch, and its branches, down to an elevation equal to the top of the said 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 Board of County Commissioners and the County Attorney inspect the situation and make ~~such~~ plans for the continuing of the

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 in the original work.

Drainage,

Tile.

Drainage tile wherever specified in this work shall be of either round or hexagonal in shape and shall correspond in weight to the standard weights of drainage tile. The tile shall be not 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 removed from the work immediately when condemned by him.

Sewer Pipe.

Sewer Pipe may be of the grade commonly known as Number Two (No. 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 in the bell shall leave at least One Eighth (1/8) inch clear space between the pipes 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 and

All Tile or Sewer Pipe shall be laid in the presence of the engineer, and to the line and grade as shall be set by him.

Tile.

All tile and sewer pipe shall be laid from a line and plumb and measuring pole. The line being strung on the center line of the line of pipe and at some even feet above the grade at the bottom of the trench, then by means of a plumb and measuring 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 staked

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 and in soft

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

Witnesses.

+ *Phil J. Shull*

+ *Mary P. Shull*

Joseph J. Lovrenko

(Faint, illegible text)

(Faint, illegible text)

(Faint, illegible text)

(Faint, illegible text)

(Faint, illegible text)

of the said contract, and pay all damages which may accrue from reason of the failure 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 county of Anoka from any damage or injury to persons or property on account of this work, then the above obligation to be void, otherwise to remain in full force and virtue..

In Witness Whereof, We hereunto set our hands and seals this
21st day of Sept in the year
Nineteen Hundred and seven

Joseph J. Lewicki (seal)
Paul L. Leonard (seal)
Joseph J. Lewicki (seal)

Signed and sealed in presence of,

Paul J. Stahl
Mary P. Howell

.....
.....

State of Minnesota
County of Anoka

On this 21st day of September
A. D. 1907 personally appeared before me
Joseph Leonard Paul Leonard and Joe Leonard
to me well known to be the persons described
in the within instrument and they acknowledged
the same to be their own free and voluntary
Paul J. Stahl
Justice of the Peace

Joseph J. Lewicki
Paul L. Leonard

State of Minnesota
County of Anoka

Leif Erikson

Paul & Leif Erikson have been living together since
1880 when Paul was with his father's family.
That he is your wife's right hand man
throughout the various periods of
his life and has been her constant
support from her father's death
until her death.

Subscribed and sworn
to before me this 27th
day of Sept. A. D. 1907

Paul Erikson
Leif Erikson

Paul Erikson
Leif Erikson

Signed and sworn in presence of

..... (seal)
..... (seal)
..... (seal)
..... (seal)

Witness my hand and seal of the County of Anoka, Minnesota, this 27th day of September, 1907.

In Witness Whereof, we hereunto set our hands and seals this

27th day of September, 1907.

every one account of this work, then the above obligation to be void,
the said county of Anoka from any grade or injury, robberies or prop-
erty required in the said contract, and shall indemnify and save harmless
of the failure to complete the said job within the time and in the man-
of the said contract, and shall give and secure from reason