

**ANNUAL WRECKING and MOVING BOND with STREET OBSTRUCTION**

DLC Article III Sec. 10-4

For Calendar Year \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CITY OF DULUTH, MINNESOTA, in the penal sum of Twenty Thousand Dollars (\$20,000.00) to be paid to the said City of Duluth, its successors and assigns, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, and administrators, or successors and assigns, as the case may be, jointly and severally, firmly by these presents.

Signed, sealed and dated the \_\_\_\_\_ day of \_\_\_\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall be granted a permit or permits for street obstruction and/or moving or wrecking structures in the City of Duluth, and shall perform and complete all work for which said permit or permits are issued in accordance with all ordinances of the City of Duluth within a "reasonable time" as set forth in Section 10-4 of the Duluth City Code; and shall perform all street obstruction work in conformance with all ordinances, rules and regulations of the City; and shall restore any street or sidewalk damaged or excavated by him or his agents, employees or subcontractors to its prior condition; and shall reimburse the City of Duluth for all damages to any City property resulting from any work operations done pursuant to such permit; and shall save the City of Duluth harmless from any and all claims resulting from the work operations, regardless of whether such damage is done by himself, his agents, employees or subcontractors; then this obligation shall be void, otherwise it shall have full force and effect.

This bond shall cover all work under any permits for street obstruction and/or moving or wrecking issued to the Principal obligor during the calendar year \_\_\_\_\_.

\_\_\_\_\_  
Principal

In the presence of:

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

\_\_\_\_\_

**BOND ACKNOWLEDGEMENT**

**Use only for acknowledgment of individual or partnership**

STATE OF MINNESOTA

SS

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ personally came \_\_\_\_\_  
to me well known to be the identical person described in and who executed the foregoing bond and he  
acknowledged that same to be \_\_\_\_\_ own free act and deed.

\_\_\_\_\_

My commission expires \_\_\_\_\_

**Use only for acknowledgment of corporate principal**

STATE OF MINNESOTA

SS

County of \_\_\_\_\_

Upon this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_ to me  
personally known, who being by me duly sworn, did say that he is of  
\_\_\_\_\_ corporation; that the seal affixed to the foregoing bond is the Corporate Seal of the  
Corporation, and that said instrument was executed on behalf of the corporation by authority of its Board of Directors;  
that he acknowledged said instrument to be the free act and deed of the corporation.

(SEAL)

\_\_\_\_\_

My commission expires \_\_\_\_\_

**Acknowledgment of corporate surety**

STATE OF MINNESOTA

SS

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he is the  
attorney in fact, of \_\_\_\_\_, 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 that said  
instrument was executed on behalf of said corporation by authority of its own board of directors and said \_\_\_\_\_  
\_\_\_\_\_ acknowledge(s) that he executed said instrument as attorney  
in fact as the free act and deed of said corporation.

(SEAL)

\_\_\_\_\_

My commission expires \_\_\_\_\_