

DWESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES 🖼

December 11th, 2006

| LICENSE  | AND PERMIT BO  | OND ©  |
|--|--|--|
| KNOW ALL PERSONS BY THESE PRESENT  | rs:  | Bond No. 14922432  |
| That we, MISCH TRUCKING & EXCAVATING,  | INC.   |  |
| of the City of CROWN POINT and WESTERN SURETY COMPANY, a corpo   | , State of <u>India</u><br>pration duly licensed t   | o do surety business in the State of   |
| Indiana  | , as Sur   | ety, are held and firmly bound unto the  |
| Town of WINFIELD   | , State of Indian  | a, as Obligee, in the penal  |
| sum of Five Thousand and 00/100  |  | DOLLARS (\$5,000.00 · ),   |
| lawful money of the United States, to be paid t<br>we bind ourselves and our legal representative  | to the Obligee, for whic   | h payment well and tr <del>ul</del> y to be made."   |
|  |  |  |
| THE CONDITION OF THE ABOVE OBL   | cument is  | That whereas, the Principal has been   |
| licensed Excavation  | OFFICIA  |  |
| /101   | OFFICIA  | by the Obligee.  |
|  | ant is the nron  | CARLET CA  |
| This Docum   | ent is the prop  | erty of  |
| NOW THEREFORE, if the Principal sha  | all faithfully perform   | the duties and in all things comply  |
| NOW THEREFORE, if the Principal shawith the laws and ordinances, including all   | all faithfully perform<br>I amendments thereto   | the duties and in all things comply pertaining to the license or permit  |
| NOW THEREFORE, if the Principal shawith the laws and ordinances, including all applied for, then this obligation to be v   | all faithfully perform<br>l amendments thereto<br>oid, otherwise to rea  | the duties and in all things comply<br>, pertaining to the<br>license or permit<br>main in full force and effect until   |
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BC WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

ACKNOWLEDGMENT OF SURETY STATE OF SOUTH DAKOTA COUNTY OF MINNEHAHA (Corporate Officer) 8th day of \_ December 2006 \_\_\_, before me, the undersigned officer, On this \_ Paul T. Bruflat personally appeared \_ \_\_\_\_, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such  $IN\_WITNESS\_WHEREOF\_I \ have \ hereun to \ set \ my \ hand \ and \ official \ seal.$ S. PETRIK NOTARY PUBLIC SEAL SOUTH DAKOTA SEAL ACKNOWLEDGMENT OF PRINCIPAL (Individual or Partners) STATE OF IndiaNa COUNTY OF Lake \_day of <u>December</u> , **Loo**, before me personally appeared On this \_\_ Kevin Misch known to me to be the individual \_\_\_\_ described in and who executed the foregoing instrument and acknowledged to me that \_\_\_ he \_\_\_ executed the same. My commission expires May 18 WLEDGMENT OF PRINCIPAL This Document is the prop (Corporate Officer) STATE OF COUNTY OF the Lake County Recorder! day of , before me personally appeared who acknowledged himself/herself to be the \_\_\_\_, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer. My commission expires Notary Public estern Surety Compar LICENSE AND PERMIT BOND Name of Applicant License or Permit No.

Address

approved this

lay of

## Western Surety Company

## **POWER OF ATTORNEY**

## **KNOW ALL MEN BY THESE PRESENTS:**

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

| Paul   | T. Bruflat  | of  | Sioux Falls   |
|--|---|---|---|
| State ofSout   | th Dakota   | , its regularly elected   | Senior Vice President   |
| as Attorney-in-Fact, with fullits behalf as Surety and as it   | I power and authority   | hereby conferred upon him to  | sign, execute, acknowledge and deliver for and or   |
| One L & P Bond,  | Signed - Excav  | ration  |   |
| bond with bond number $rac{14}{}$   | 922432  | N. N. V. N. |   |
| for MISCH TRUCKING &   |   |   |   |
| as Principal in the penalty a  | mount not to exceed:  | \$ 5,000.00   |   |
| duly adopted and now in force,<br>Section 7. All bonds, poli<br>name of the Company by the<br>Board of Directors may auth<br>Attorneys-in-Fact or agents who | to-wit: icies, undertakings, Pow President, Secretary, ar orize. The President, o shall have authority to f any bonds, policies, ur | vers of Attorney, or other obligation<br>ny Assistant Secretary, Treasurer,<br>any Vice President, Secretary, a<br>hissue bonds, policies, or undertak<br>ndertakings, Powers of Attorney or  | ns of the corporation shall be executed in the corporate or any Vice President, or by such other officers as the any Assistant Secretary, or the Treasurer may appointings in the name of the Company. The corporate seal is other obligations of the corporation. The signature of any |
| Senior Vice Preside  | he said WESTERN ent with the  | SURETY COMPANY has ca corporate seal affixed this   | used these presents to be executed by its 8th day of December   |
| 2006   |   |   |   |
| ATTEST  S. 20  | L. Nelson, Assistan   | By_   | Paul T. Bruflat Senior Vice Presiden  |
| STATE OF SOUTH DAKOT   | A   | NEW DER'S   |   |
| COUNTY OF MINNEHAHA  | ss  |   |   |
| On this 8th Paul T. Br   | day of <u>Decer</u>   | mber 2006   | , before me, a Notary Public, personally appeared   |
| who, being by me duly sworr  | n, acknowledged that  | they signed the above Power of  | of Attorney as Senior Vice President  |
| and Assistant Secretary, res<br>oluntary act and deed of sa  | spectively, of the said   | WESTERN SURETY COMP   | ANY, and acknowledged said instrument to be the   |
| * 000000000000000000000000000000000000   | 99999999999   |   |   |
| D. KF<br>SEAL NOTARY<br>SOUTH  | PUBLIC SEAL S<br>DAKOTA SEAL S  |   | De Krell  |
| ,  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,  |   | y w y well  |

Form F1975-9-2006