

# Master Plumber Code Compliance Bond

(To be completed by your surety company.)

BOND NO. MN 21972

Daniel L. Pearson dba Graphic Homes, Inc. of  
Company Name or, if none, the Principal's name.

PO Box 389 North Branch MN 55056 (651) 674- 0410  
Plumbing Company Address City State Zip Telephone No.

as principal, and Merchants Bonding Company (Mutual)  
Surety Company Name

2100 Fleur Drive Des Moines, IA 50321-1158 (800) 678-8171  
Surety Company Address City State Zip Telephone No.

a corporation licensed to do business in the State of Minnesota, as Surety, are jointly and severally held and firmly bound to the State of Minnesota, as Obligee, in the sum of **TWENTY FIVE THOUSAND DOLLARS (\$25,000)** for the payment of which, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS a master plumber's license has been issued by the Obligee to the responsible master plumber of the company named above; and WHEREAS Minnesota Statutes, section 326.40, subdivision 2, requires a bond for all plumbing work entered into with the state.

NOW, THEREFORE, the condition of this obligation is such that, if undersigned Principal or such persons authorized to perform plumbing under the Principal's supervision performs plumbing in compliance with the plumbing codes as required pursuant to Minnesota Rules, Chapter 4715, then this obligation shall be null and void; otherwise, it shall remain in full force and effect for a period not to exceed one year ending December 31st. The period of this bond is January 21, 2002 through December 31, 2002. During the term of this obligation, the Principal and Surety will pay unto the Obligee, or as otherwise directed by the Obligee, the amount needed to correct noncomplying plumbing work, not to exceed **TWENTY FIVE THOUSAND DOLLARS (\$25,000)** for the benefit of persons injured or suffering financial loss by reason of failure to comply with the requirements of the plumbing code, Minnesota Rules, Chapter 4715.

FURTHERMORE, it is understood and agreed that:

1. The aggregate liability of the Surety hereunder pertains to all claims arising during the period defined above.
2. In the event the bond does not provide for correction of all noncomplying plumbing work, the bond paid by the undersigned Surety does not relieve the undersigned Principal of liability for correcting noncomplying plumbing work by said Principal or persons working under said Principal's supervision.
3. This bond is a continuous obligation which may be canceled at any time as to further liability upon the Surety's giving at least fifteen (15) days written notice to the Commissioner of Health. In the event of cancellation, the Surety shall not be discharged from any liability already accrued under this bond, or which shall accrue hereunder before the expiration of the fifteen (15) day notice period.

Signed and sealed this 21st day of January, 2002. Surety Corporation Merchants Bonding Company  
(Mutual)

By Kalix Korman  
Attorney in Fact

Daniel L. Pearson 005553PM  
Print - Master Plumber's Name License No.

X Daniel L Pearson  
Master Plumber's Signature

Graphic Homes Inc.  
Print - Principal Name

X [Signature]  
Principal's Signature

- The reverse side of this form must also be completed and the Power Of Attorney attached.
- The bond form must be accompanied by a \$40 fee, payable to the Minnesota Department of Health. Checks returned for nonpayment will be charged a \$20 fee (M.S. 332.50, subd. 2).



Minnesota Department of Health  
121 East Seventh Place, Suite 220  
P.O. Box 64975  
St. Paul, MN 55164-0975  
651/215-0836  
MN Relay Service (Greater MN)  
1/800/627-3529  
MN Relay Service (Metro) 297-5353

Office Use Only: Fee 40.00 CCK/11393  
Deposit Date: JAN 31 2002  
Deposit No.: 119

000608



## You must complete A or B and C

### A. Acknowledgement of Individual or Partnership Contractor

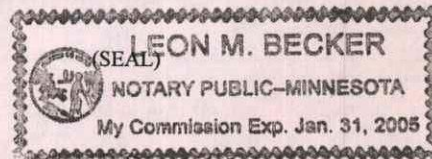
State of Minnesota

County of Chicago } ss.

On this 21st day of JANUARY, 2002, personally came Daniel L Pearson to me well known to be the identical person(s) described in and who executed the foregoing bond and he/she/they acknowledged the same to be his/her/their own free act and deed.

Leon M Becker 01/21/2002  
Notary Public Date

My commission expires 01/31/2005  
Date



### B. Acknowledgement of Corporate Contractor

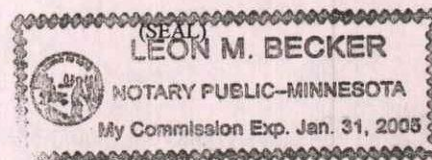
State of Minnesota

County of Chicago } ss.

On this 21st day of JANUARY, 2002, personally came Steven J Rindahl who being by me duly sworn, did say that he/she is President of Graphic Homes, Inc, a Minnesota corporation; and that said instrument was executed in behalf of the corporation by authority of its Board of Directors; that he/she acknowledged said instrument to be the free act and deed of the corporation.

Leon M Becker 01/21/2002  
Notary Public Date

My commission expires 01/31/2005  
Date



### C. Acknowledgement of Corporate Surety

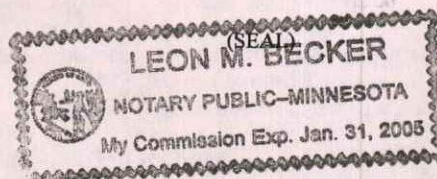
State of Minnesota

County of Chicago } ss.

On this 21st day of JANUARY, 2002, personally came Karla Hermann and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he/she is the attorney in fact, of Merchants Bonding Co (mutual), 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 in behalf of said corporation by authority of its board of directors and said Karla Hermann acknowledged that he/she executed said instrument as attorney in fact as the free act and deed of said corporation.

Leon M Becker 01/21/2002  
Notary Public Date

My commission expires 01/31/2005  
Date



Notice to Individual Applicants: Under Minnesota Statutes 13.41, all data, except your name and address, submitted in this application are considered private until you are issued a credential. When you become credentialed, all data in this application become public, except your social security number.

Notice to Corporate Applicants: Under Minnesota Statutes 13.41, all data submitted in this application are public, except for the social security number of any responsible person, which is private.



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# Merchants Bonding Company

(Mutual)

## POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

David M. Hermann, Karla J. Hermann, Jeffrey L. Hermann, Leon Becker

of North Branch and State of Minnesota its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE 11, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE 11, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 17th day of March, 2000

MERCHANTS BONDING COMPANY (MUTUAL)



By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 17th day of March, 2000, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Ruth K. McClain*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 17th day of March, 2000



*William Warner Jr.*  
Secretary