

**BOND FOR COSTS AND EXPENSES OF  
PUBLIC HEARINGS ON APPLICATION  
FOR PERMIT TO ALTER THE COURSE,  
CURRENT OR CROSS SECTION OF  
PUBLIC WATERS**

KNOW ALL PERSONS BY THESE PRESENTS, That \_\_\_\_\_ of the County of \_\_\_\_\_ and State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation under the laws of the State of \_\_\_\_\_, as surety, are held and firmly bound unto the State of Minnesota in the sum of FIVE HUNDRED AND NO/100 (\$500.00) Dollars lawful money of the United States, for the use of said State of Minnesota, for the payment of which sum will and truly to be made we bind ourselves and our respective heirs, representatives, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the said principal has applied for a permit pursuant to Minnesota Statutes, Chapter 103G to alter the course, current or cross section of public waters and has made a demand for a public hearing on the application, and Minnesota Statutes, Section 103G.311, Subdivision 5, requires the applicant to pay certain costs and expenses of the public hearing and to file a bond to the State of Minnesota conditioned for the payment of these costs and expenses of the public hearing if the Commissioner's action taken pursuant to Minnesota Statutes, Section 103G.315, Subdivision 1, is affirmed without material modification.

NOW, THEREFORE, Said principal shall pay the costs of the public hearing if the Commissioner's action taken pursuant to Minnesota Statutes, Section 103G.315, Subdivision 1, is affirmed without material modification and shall save the State of Minnesota harmless from all costs and charges that may accrue on account thereof, and for the enforcing of the terms of the bond if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained, and shall comply with all the laws and regulations appertaining thereto, then this obligation shall be void; otherwise to remain in full force and effect.

Dated this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses as to Principal

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Witnesses as to Surety

\_\_\_\_\_  
Its Attorney-in-Fact  
Address: \_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF            )  
                          ) ss.  
COUNTY OF        )

On this \_\_\_ day \_\_\_\_\_, 20 \_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she/he executed the same as a free act and deed.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

ACKNOWLEDGEMENT BY CORPORATE SURETY

STATE OF            )  
                          )  
COUNTY OF        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me appeared \_\_\_\_\_,  
to me personally known, who being by me duly sworn, did say she/he is the attorney-in-fact of  
\_\_\_\_\_, that the seal affixed to the foregoing instrument is the  
corporate seal of said corporation, and that said instrument was executed in behalf of said  
corporation by authority of its board of directors, and said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_