


**Public Service Commission**  
608 East Boulevard Avenue Dept. 408  
Bismarck, ND 58505-0480  
701-328-4097 – phone  
701-328-2410 - fax

# Memo

**To:** Susan Schumacher  
**From:** Sue Richter, Licensing Division   
**Date:** September 24, 2008  
**Re:** Northwood Bean Co., Inc. Grain Elevator Warehouse Bond

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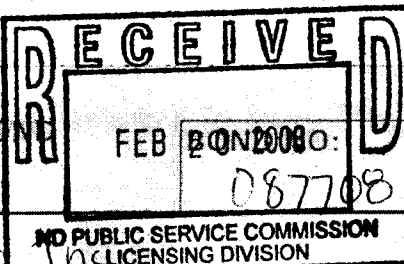
I am returning the original "duplicate" Grain Elevator Warehouse Bond that was issued by Auto-Owners Insurance Company for Northwood Bean Co., Inc. after the principal was unable to find the original bond. The principal eventually found the original bond and forwarded it to our office (see attached copy).

We received a request from the principal to license some leased space that is not located at 301 South Potato Road. Please have Auto-Owners Insurance Company issue a bond rider to amend the location of the warehouse from 301 Potato Road to simply "Northwood, North Dakota" so this space is covered by the bond. Please forward the bond rider to me at your earliest convenience.

Thank you for your assistance and call me if you have any questions.



**GRAIN ELEVATOR WAREHOUSE BOND**  
**PUBLIC SERVICE COMMISSION**  
 SFN 7573 (04-2000)



**PRINCIPAL**

Name: Northwood Bean Co  
 Address: 3015 Potatoe Road City: Northwood State: ND Zip Code: 58267

**SURETY**

Name: Auto Owners Insurance Co  
 Address: 6101 Anacardi Blvd City: Hansing State: MI Zip Code: 48917

We, the above named PRINCIPAL and SURETY are bound to the State of North Dakota in the penal sum of two hundred thousand and no/100 (200,000) Dollars. The payment of the penal sum shall bind ourselves, our heirs, legal representatives, successors, and assigns, jointly and severally.

The PRINCIPAL is the operator of a public warehouse(s) doing business in North Dakota. The warehouse(s) operated by the PRINCIPAL is(are) located as follows: 301 Potato Rd Northwood ND 58267

The warehouse(s) described above is(are) to be operated pursuant to the law for receiving grain for buying, selling, storing, or shipping for compensation. The surety bond shall cover the warehouse(s) operated by the PRINCIPAL as a whole and not a specific amount for each.

The condition of this obligation is as follows: if the PRINCIPAL shall (1) faithfully perform all duties as a public warehouseman, (2) comply with the provisions of law and the rules of the North Dakota Public Service Commission (Commission) relating to the storage and purchase of grain by a warehouseman, and (3) pay for all grain purchased and all sums for which the PRINCIPAL shall become liable to the holders of receipts, then this obligation shall be void, otherwise it shall remain in effect, provided, however, that this surety bond shall not accrue to the benefit of any person entering into a credit-sale contract with the PRINCIPAL.

Liability for this undertaking commences on January 1, 2008, and shall be continuous unless the SURETY by certified mail notifies the PRINCIPAL and the Commission that the surety bond has been canceled. The cancellation notice shall state that the surety bond will be canceled ninety (90) days after the receipt of the cancellation notice or on a later date specified by the SURETY. In no event shall the aggregate liability of the SURETY accumulate for each successive annual license renewal period during which the bond is in force but, for losses during any annual license renewal period, shall be limited in the aggregate to the bond amount stated or changed by appropriate endorsement or rider.

The liability of the SURETY for any violation of the obligations hereof by the PRINCIPAL during the period of time the bond remains in effect, shall remain in force thereafter for such period of time as may be permitted under the laws of the State of North Dakota.

This bond, including definitions of the terms used herein, are governed by the provisions of Chapters 60-02 and 60-04 of the North Dakota Century Code.

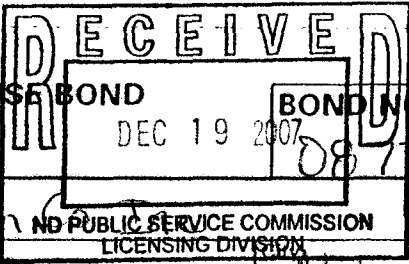
Countersigned by North Dakota Resident Agent:  
 Name/Signature: Susan Schumacher  
 Address: 7 West 5th St. City: Grafton State: ND Zip Code: 58237

**THIS SECTION TO BE COMPLETED BY PRINCIPAL**  
**ACKNOWLEDGMENT OF PRINCIPAL**  
 State of North Dakota )  
 County of Grand Forks ) ss.  
 In this 18 day of February, 2008,  
 before me personally appeared Tim Murchler  
 known to me to be the person or said corporation described in and  
 who executed the within instrument as PRINCIPAL and  
 acknowledged to me that he/she or said corporation executed the  
 same.  
 Signature of Principal: [Signature]  
 Notary Public: SHANNON P. UGLEM  
 My Commission expires: Nov 20, 2010  
 State of North Dakota  
 My Commission Expires Dec 20, 2010

**THIS SECTION TO BE COMPLETED BY SURETY**  
**ACKNOWLEDGMENT OF SURETY**  
 (Corporate Officer)  
 State of ND )  
 County of Cass ) ss.  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 before me personally appeared Holly A Fitch  
 known to me to be Attorney-In-Fact  
 of said corporation that is described in and that executed the within  
 instrument as SURETY, and acknowledged to me that such corporation  
 executed the same.  
 Name and Title of Person Signing for Surety: Holly A Fitch Attorney In Fact  
 Signature: [Signature]  
 Notary Public: Joan Behrens  
 My Commission expires: Nov 20, 2008  
 (SEAL)



**GRAIN ELEVATOR WAREHOUSE BOND**  
PUBLIC SERVICE COMMISSION  
SFN 7573 (04-2000)



BOND NO: 087708 66026125

**PRINCIPAL**  
Name: Northwood Beans  
Address: 301 S Potato Rd City: Northwood State: ND Zip Code: 58267

**SURETY**  
Name: Auto Owner Insurance Co  
Address: 6101 Anacardi Blvd City: Lansing State: MI Zip Code: 48917

The above named PRINCIPAL and SURETY are bound to the State of North Dakota in the penal sum of Two Hundred thousand and no/100 - (\$200,000) Dollars. The payment of the penal sum shall bind ourselves, our heirs, legal representatives, successors, and assigns, jointly and severally.

The PRINCIPAL is the operator of a public warehouse(s) doing business in North Dakota. The warehouse(s) operated by the PRINCIPAL is(are) 301 S Potato Rd Northwood ND 58267

The warehouse(s) described above is(are) to be operated pursuant to the law for receiving grain for buying, selling, storing, or shipping for transportation. The surety bond shall cover the warehouse(s) operated by the PRINCIPAL as a whole and not a specific amount for each.

The condition of this obligation is as follows: if the PRINCIPAL shall (1) faithfully perform all duties as a public warehouseman, (2) comply with the provisions of law and the rules of the North Dakota Public Service Commission (Commission) relating to the storage and purchase of grain by a warehouseman, and (3) pay for all grain purchased and all sums for which the PRINCIPAL shall become liable to the holders of receipts, then this obligation shall be void, otherwise it shall remain in effect, provided, however, that this surety bond shall not accrue to the benefit of any person entering into a credit-sale contract with the PRINCIPAL.

The liability for this undertaking commences on January 1, 2008 and shall be continuous unless the SURETY by certified mail notifies the PRINCIPAL and the Commission that the surety bond has been canceled. The cancellation notice shall state that the surety bond will be canceled ninety (90) days after the receipt of the cancellation notice or on a later date specified by the SURETY. In no event shall the aggregate liability of the SURETY accumulate for each successive annual license renewal period during which the bond is in force but, for losses during any annual license renewal period, shall be limited in the aggregate to the bond amount stated or changed by appropriate endorsement or rider.

The liability of the SURETY for any violation of the obligations hereof by the PRINCIPAL during the period of time the bond remains in effect, shall remain in force thereafter for such period of time as may be permitted under the laws of the State of North Dakota.

This bond, including definitions of the terms used herein, are governed by the provisions of Chapters 60-02 and 60-04 of the North Dakota Century Code.

Witnessed by North Dakota Resident Agent:  
Name/Signature: Susan Schumacher  
Address: 7 West 5th Street City: Drafton State: ND Zip Code: 58237

**THIS SECTION TO BE COMPLETED BY PRINCIPAL**  
ACKNOWLEDGMENT OF PRINCIPAL  
I, the State of North Dakota )  
County of Grand Forks ) ss.  
this 17 day of December, 2007.  
before me personally appeared TIM Mutchler  
known to me to be the person or said corporation described in and  
to have executed the within instrument as PRINCIPAL and  
I acknowledged to me that he/she or said corporation executed the  
same.

Signature of Principal: [Signature]  
Notary Public: SHANNON P. UGLEM  
State of North Dakota  
My Commission Expires Dec 20, 2010

**THIS SECTION TO BE COMPLETED BY SURETY**  
ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)  
I, the State of ND )  
County of Cass ) ss.  
On this 10th day of December, 2007.  
before me personally appeared Holly A. Fitch  
known to me to be Attorney-In-Fact  
of said corporation that is described in and that executed the within  
instrument as SURETY, and acknowledged to me that such corporation  
executed the same.

Name and Title of Person Signing for Surety: Holly A. Fitch Attorney-In-Fact  
Signature: [Signature]  
Notary Public: JOAN BEHRENS  
State of North Dakota  
My Commission Expires Nov 20 2008

Exam Date: 09/16/2008

Northwood Bean Co., Inc.  
 301 S Potato Rd  
 Northwood, ND  
 County:  
 Phone: 701-587-5206  
 CCC Number:

Page: 1

Location/Container Numbers/Comments	Section	Capacity
<b>PART A - ADDITIONAL SPACE TO BE INCLUDED UNDER LICENSE</b>		
002	F } Korimo	9,925
003	F }	9,925
001	J Johnson	6,284
002	J	6,284
003	J	6,284
004	J	6,284
005	J	6,284
006	J	6,284
007	J	6,284
008	J	6,284
009	J	6,284
010	J	6,284
<b>Total:</b>		<b>82,690</b>

<b>PART B - SPACE TO BE DELETED UNDER LICENSE</b>		
002	E Sherva south	51,994
001	G Slant wall northeast of town by rural water tower	29,611
<b>Total:</b>		<b>81,605</b>

<b>PART C - ALL SPACE TO BE INCLUDED UNDER LICENSE</b>		
A		55,000
B		21,000
C		33,000
E		44,000
F		30,000
J		63,000
<b>Total:</b>		<b>246,000</b>

<b>PART D - TOTAL CAPACITY BY FUNCTIONAL UNIT</b>			
Northwood	1136	A B C E F J	246,000
<b>Total:</b>			<b>246,000</b>