

MAINTENANCE BOND

Bond No. 6343763

Know all men by these presents that Landmark Structures I, L.P., as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of \$2,636,000.00 Dollars for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

HIGH PRESSURE PLANE ELEVATED WATER STORAGE TOWER
NORMAN, OKLAHOMA

has entered into a written CONTRACT with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.


If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 12 day of March, 20 15, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 11 day of March, 20 15.

Norman, Oklahoma
High Pressure Plane Elevated Water Storage Tower
(Corporate Seal) (where applicable)

MB-1415-5
Contract K-1415-17

ATTEST



Corporate Secretary (where applicable)

Mike Lamon, Vice President
Landmark Structures Management, Inc.
General Partner

Landmark Structures I, L.P.

PRINCIPAL

Signed: 

Authorized Representative

Chris Lamon, Vice President of Landmark
Structures Management Inc. (General Partner)
Name and Title

Address:

1665 Harmon Road

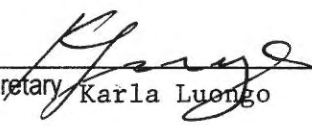
Fort Worth, TX 76177

Telephone:

(817)-439-8888

(Corporate Seal)

ATTEST



Corporate Secretary Karla Luongo

Fidelity and Deposit Company of Maryland

SURETY

Signed: 

Authorized Representative

Robyn Rost, Attorney-In-Fact

Name and Title

Address:

c/o Zurich

1400 American Lane

Shaumburg, IL 60996

Telephone:

(847) 605-6000

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ of _____,
Name and Title
a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF TEXAS)
)§
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 12 day of March,

20 15, by Chris Lamon, * partner (or agent) on behalf of
Name and Title

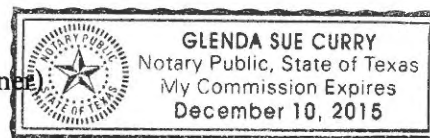
Landmark Structures I. L.P., a partnership.

WITNESS my hand and seal this 12 day of March 20 15.

Glenda Sue Curry
Notary Public : Glenda Curry of Denton County, TX

My Commission Expires: December 10, 2015

* Vice President of Landmark Structures Management Inc. (General Partner)



NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20____.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary