

**000710 - MAINTENANCE BOND**

Bond No. 6342314

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Landmark Structures I, L.P.  
as Principal, and Fidelity and Deposit Company of Maryland

as Surety, are held and firmly bound unto Norman Utilities Authority, Norman OK, as Obligee, hereinafter called "Owner", in the full and just sum of:

Eighty-eight thousand, five-hundred and sixteen Dollars (\$ 88,516.00 ), lawful money of the United States of America, to be paid to the said Obligee, its successors or assigns, for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and their successors and assigns, jointly and severally, firmly by these presents.

Dated this 6th day of November 20 14.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT WHEREAS, said Principal, has by a certain contract with the OWNER dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, agreed to construct the

**ROBINSON TOWER TANK MIXER**  
**Bid Number 1415-24**

and to maintain the said Improvement in good condition for a period of two (2) years from the date of acceptance of the improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall indemnify and hold harmless the said Obligee from and against all loss, costs, damages, and expenses whatsoever which it may suffer or be compelled to pay by reason of failure

of the said Principal to keep said work in repair for a two years period beginning \_\_\_\_\_ against any and all defects of faulty workmanship or inferior material, then this obligation shall be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements in good condition for the said period of two years, and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the Owner, or some person or persons designated by the Owner to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days, and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction; and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair of repairs included therein; and that the cost of all repairs shall be so determined from time to time during the life of this bond, as the condition of the improvements may require. Signed, sealed and delivered the day and year first above written.

LANDMARK STRUCTURES I, L.P.  
Principal

SEAL

Chris Lamon,  
Vice President of Landmark Structures  
Management Inc., General Partner

ATTEST:

BY: 

Glenda Curry, Sr. Sales Coordinator

SEAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety

  
Robyn Rost, Attorney-in-Fact


ATTEST:

BY: 

Karla Luongo, Witness-To-Surety

**NORMAN UTILITIES AUTHORITY**

Approved as to form and legality this 18 day of November, 2014.

  
\_\_\_\_\_  
City Attorney

Approved by the City of Norman and the Norman Utilities Authority this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman