## STATUTORY BOND

Bond no. 6343763

Know all men by these presents that <u>Landmark Structures I, L.P.</u>, as PRINCIPAL, and <u>Fidelity and Deposit Company of Maryland</u>, a corporation organized under the laws of the State of <u>Maryland</u>, 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 <u>\$2,636,000.00</u> 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.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

It 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 obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Norman, Oklahoma High Pressure Plane Elevated Water Storage Tower

B-1415-10 Contract K-1415-17

IN WITNESS WHEREOF, the 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  $\underbrace{12}$  day of  $\underline{March}$ , 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 on the  $\underbrace{11}$  day of  $\underline{March}$ , 20 15.

(Corporate Seal) (where applicable)

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 Se Karla Luongo

	Fidelity and Deposit Company of Maryland
Signed:	SURÉTY / /
	CODANKOS7
	Authorized Representative
	Robyn Rost, Attorney-In-Fact
	$\bigcirc$
Address:	Name and Title
	c/o Zurich
	1400 American Lane
Telephone:	Shaumburg, IL 60996
	(847) 605-6000

Norman, Oklahoma	
High Pressure Plane Elevated Water Storage Tower	

## CORPORATE ACKNOWLEDGEMENT

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OUNTY OF	) /3		
he foregoing instrumen	t was acknowledged before me this	day of,	
0, by	and Title	_of	
Name	and Titlecorporation	a on hebalf of the corporation	
		i, on behall of the corporation.	
	WITNESS my hand and seal this _	day of	20
		Notary Public	
ly Commission Expires:			
	INDIVIDUAL ACKNOW	LEDGEMENT	
TATE OF OKLAHOMA			
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COUNTY OF	)§		
TATE OF OKLAHOMA	3(	day of,	
COUNTY OF	)§ ) was acknowledged before me this		
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COUNTY OF	)§ was acknowledged before me this and Title WITNESS my hand and seal this	_ an individual. day of	
COUNTY OF The foregoing instrument 0, by Name a	)§ was acknowledged before me this and Title WITNESS my hand and seal this	_ an individual. day of	

Norman, Oklahoma High Pressure Plane Elevated Water Storage Tower	B-1415-10 Contract K-1415-17
PARTNERSHIP ACKNOWL	LEDGEMENT
STATE OF TEXAS ) COUNTY OF <u>TARRANT</u> )	
The foregoing instrument was acknowledged before me this $l^{m{ au}}$	day of <u>March</u> ,
20 <u>15</u> , by <u>Chris Lamon, *</u> Name and Title	partner (or agent) on behalf of
Landmark Structures I, L.P, a partnership.	
WITNESS my hand and seal this 12	day of <u>March</u> 2015. <u>Hemda Sue Curry</u> Notary Public : Glend Curry of Denton County, TX
My Commission Expires: <u>December 10, 2015</u> * Vice President, Lamdmark Structures Management, Inc. (Gene NORMAN UTILITIES AUTHORITY	eral Partner)
APPROVED as to form and legality this day of	, 20
	AUTHORITY Attorney
Approved by the Trustees of the NORMAN UTILITIES AUTHORIT	Y this day of
NORMAN UTILITIES AUTHORITY	
ATTE	EST
Ву:	······
Title: Chairman	Secretary