

**WARRANTY**

CAMPBELL COUNTY, by and through its BOARD OF COMMISSIONERS hereinafter the DEVELOPER, does expressly affirm, promise and guarantee project improvements identified as the water line and fire hydrant which provides fire protection for the Bell Nob Golf Course Clubhouse and the electrical trench and conduit serving the electrical transformer for the Bell Nob Golf Course Clubhouse (HEREINAFTER PROJECT IMPROVEMENTS) for a period of **TWO YEARS** FROM THE DATE OF THIS WARRANTY.

DEVELOPER agrees that in the event that any or all of the Project Improvements require any rebuilding, construction or reconstruction during the warranty period, DEVELOPER will pay all necessary, reasonable and normal costs whatsoever, incurred by the City of Gillette in repairing, construction, reconstruction, or rebuilding any of the Project Improvements.

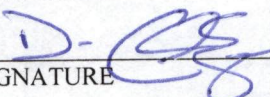
Provided, however: That the City of Gillette shall give written notice to DEVELOPER that the City of Gillette intends to perform work on the Project Improvements and that said notice shall specify the improvement, its location and the work needed to be performed. Said notice shall be sent to DEVELOPER by certified mail before the City begins any work or incurs any cost unless an emergency situation occurs. The occurrence of an emergency shall be determined in the reasonable discretion of the City Engineer of the City of Gillette, and is declared to be an event which renders advance notice contrary to the health, safety or welfare of the residents of the City of Gillette. In case the City Engineer finds the existence of an emergency requiring immediate action he shall serve notice to DEVELOPER in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That the obligation of DEVELOPER shall be to compensate the City of Gillette for its necessary costs incurred in the performance of all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the two year period specified above if the City sent notice as provided above within the two year period or, in the case of any emergency as provided above if the City actually began work on the improvement within the two year period.

DEVELOPER and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project Improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project Improvements for the Bell Nob Clubhouse construction project.

DATED this 20<sup>th</sup> day of August, 2013

DEVELOPER

  
SIGNATURE Chairman  
(TITLE)

STATE OF WYOMING )

) SS

COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Dan Coolidge,  
This 20<sup>th</sup> day of August, 2013

Witness my hand and official seal



Kendra R Como  
Notary Public

My commission Expires: September 4, 2016

**APPROVED BY CITY OF GILLETTE**

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MAYOR, CITY OF GILLETTE

ATTEST:

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GILLETTE CITY CLERK