WARRANTY

(Developer)

CAMPBELL COUNTY HEALTH hereinafter the DEVELOPER, does expressly affirm, promise and guarantee all project improvements IN RELATION TO THE PUBLIC WATER SYSTEM including materials, equipment and workmanship on the LEGACY LIVING AND REHABILITATION CENTER FOR A PERIOD OF **Two Years** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of General Condition 13.07 have been met.

DEVELOPER further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that 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 which at any time within the above mentioned period of **TWO YEARS** is not in conformity with the Contract Documents.

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 cause or kind of non-conformity with reference to the relevant Contract Documents. Said notice shall be sent to DEVELOPER by registered 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 bringing any improvements up to the Contract Documents Specifications and this obligation shall cover 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 Living Legacy and Rehabilitation Center .

DATED this 31st day of August, 2016

CAMPBELL COUNTY HEALTH
DEVELOPER

CEO
SIGNATURE (TITLE)

STATE OF WYOMING }
} SS
COUNTY OF Campbell }

The foregoing instrument was acknowledged before me by W. Andrew Fitzgerald, this 31st day of August, 2016

Witness my hand and official seal

Ellen L. Rehard - Notary Public
County of Campbell
State of Wyoming
My Commission Expires 12-8-18

Ellen L. Rehard
Notary Public

My commission Expires: 12-8-18

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK