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**DECLARATION OF COVENANTS CONDITIONS AND  
RESTRICTIONS FOR THE  
HERBERT A. & DOROTHY P. CARTER HEALTH SCIENCE  
EDUCATION CENTER  
CONDOMINIUMS**

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THIS DECLARATION is made this 21<sup>ST</sup> day of May, 2008, by the City of Gillette, Wyoming, a municipal corporation of the State of Wyoming ("Declarant"), pursuant to the Condominium Ownership Act, under Wyoming Statute §34-20-101 et seq.

WITNESSETH:

*WHEREAS*, Declarant is the owner in fee simple of certain real estate situated in the City of Gillette, County of Campbell, and State of Wyoming, legally described as Lot 2, Block 5, Gillette Tech Center Phase I, Campbell County, Wyoming together with all buildings and improvements constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate (the "Property"); and

*WHEREAS*, Declarant desires to submit the Property to the Act,

*NOW, THEREFORE*, Declarant, as the owner of the Property, hereby declares as follows:

**ARTICLE I.  
DEFINITIONS**

Definitions. As used herein, the following words and terms shall have the following meanings:

Act. The Condominium Ownership Act, Wyoming Statute §34-20-101 et.

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seq.

**Condominium.** The condominium created by this Declaration.

**Condominium Plat.** The plat of Herbert A. & Dorothy P. Carter Health Science Education Center Condominium recorded with the Campbell County Clerk.

**Declarant.** The City of Gillette, Wyoming.

**General Common Elements.** The Commons as described in Section 3.1 below and upon the Condominium Plat.

**Management Committee.** The owners of the Units of this Condominium shall each designate a representative in writing to be their representative on the Management Committee.

**MOU.** The Memorandum of Understanding between the City of Gillette, the Campbell County Memorial Hospital District and the Northern Wyoming Community College District.

**Occupant.** Any person or persons occupying a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or persons.

**Owner.** The Owner of a Unit as identified on the most recent deed of record filed in the office of the Campbell County Clerk.

**Property** Lot 2, Block 5, Gillette Tech Center Phase I, Campbell County, Wyoming together with all buildings and improvements constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

**Special Declarant Rights. Reserved Rights.** Declarant hereby reserves the right to perform the acts and exercise the rights as hereinafter specified until such time as it has filed a certificate in the records of the County Clerk certifying that the development is complete, or that it is relinquishing its rights of Special Declarant Rights as are given in this document or until the Declarant has conveyed a condominium unit to a third party. The Declarant's reserved rights include the following:

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- A. Completion of Improvements. The right to complete the improvements indicated on the Plat filed with these Declarations, including, without limitation, the final construction of the building provided for herein, together with completion of the general common and limited common elements applicable thereto.
- B. Right to Partition or Subdivide. Until the Declarant has conveyed a condominium unit to a third party, the Declarant shall have the right to partition or subdivide such condominium unit owned by it.
- C. Exercise of Development Rights. The right to exercise any Development right reserved in these Declarations.
- D. Construction Easements. The right to use easements through the general common and limited common elements for the purpose of making improvements within the Development or within the Real Estate.
- E. Control of Management Committee. The Declarant shall act as the Management Committee until the Declarant has conveyed a condominium unit to a third party.
- F. Amendment of Declaration. The right to amend the Declaration in connection with the exercise of the completion of improvements or any other development rights, according to the terms of Article XI.
- G. Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including, but not limited to, streets, paths, walkways, drainage areas, parking areas, utility installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the condominium unit owners within the Development
- H. Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of the general common elements or limited common elements or other facilities which may or may not be part of the Development for the benefit of the condominium unit owners and/or the Association.

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I. Other Rights. The right to exercise any other rights created by any other provision of these Declarations, or reasonably necessary to accomplish Declarant's goal of developing the property.

**Unit or Condominium Unit.** The individual air spaces as designated and delineated on the Condominium Plat and listed as Units 1-5.

**General.** All capitalized terms used herein, and not defined herein, shall have the meaning given to such terms in the Act, unless the context clearly indicates otherwise.

## ARTICLE II. SUBMISSION OF PROPERTY TO THE ACT

**2.1. Submission.** Declarant hereby submits the Property to the Act.

**2.2. Name.** The Condominium shall hereafter be known as the "Herbert A. & Dorothy P. Carter Health Science Education Center".

**2.3. Division of Property into Separately Owned Units.** Declarant, pursuant to the Act, establishes a plan of condominium ownership for the Condominiums. The Declarant further expects to convey Units 4 and 5 of the Condominium Units to another Wyoming governmental entity, and expects to retain the other 3 Units, Units 1, 2 and 3.

**2.4 Unit Allocations** Units 1, 2 and 3 collectively and Units 4 and 5 collectively shall have allocated, an undivided one-half (1/2) interest in the General Common Elements and are responsible for the same percentage of the Common Expenses.

**2.5. Apportionment and Assessment of Taxes.** The real estate taxes, assessments and other charges of the State of Wyoming or other political subdivision or any special improvement district or any other taxing or assessing authority shall be assessed against and collected on each Unit, each of which shall be carried on the tax books of the Campbell County Assessor as separate and distinct parcel for the purpose and not on the building or the Property as a whole. The valuation of the General Common Elements shall be assessed according to the Unit Allocations. Appropriate written notice shall be delivered to the Campbell County Assessor for these purposes and such other action shall be taken to effectuate the foregoing purposes to tax the Units separately including their

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proportionate share of the General Common Elements.

**ARTICLE III.  
GENERAL COMMON ELEMENTS AND UNITS**

**3.1. Description.** Each owner is hereby granted an exclusive and irrevocable license to use and enjoy the common elements as shown on the condominium plat.

**3.2. No Severance of Ownership** No deed, mortgage, lease or other instrument affecting title to his Unit ownership shall pass an interest without including ownership in the General Common Elements.

**3.3. Easements** (a) *Encroachments.* In the event that, by reason of the construction, reconstruction, settlement or shifting of the building, or the design or construction of any Unit, any part of the General Common Elements encroaches or shall hereafter encroach or shall hereafter encroach upon any part of any Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space shall exist for the benefit of such Unit and the General Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the General Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) *Easements for Certain Utilities.* The Unit Owners may hereafter grant easements for utility purposes for the benefit of the Units and the Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, and wires over, under, along and on any portion of the General Common Elements.

(c) *Easements to Run With Land.* All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successor and assigns, and any owner, purchaser, mortgagee and other person having an interest in the Property or any part of portion thereof.

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**3.4. Use of General Common Elements** (a) *Regulation by Management Committee.* No person shall use the General Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Management Committee.

(b) *Management, Maintenance, Repairs, Alterations, and Improvements.* Except as otherwise provided herein, the management, repair, alteration and improvement of the General Common Elements shall be the responsibility of the Management Committee. The Management Committee may delegate all or any portions of this authority to discharge such responsibility subject to the approval of the Unit owners.

(c) *Use of General Common Elements.* Subject to the rules and regulations from time to time promulgated by the Management Committee, all Owners may use the General Common Elements in such manner as will not restrict, interfere with, or impede the use thereof by the other Owners, except as follows:

(1) *Appurtenances.* Each owner is hereby granted an exclusive and irrevocable license to use and enjoy the appurtenances to his Unit.

(2) *Parking Areas.* All parking areas as shown on the Condominium Plat shall constitute Common Elements.

**3.5. Maintenance of Units** (a) *By the Management Committee.* In the absence of a lease with the Gillette College requiring them to maintain the property, the Management Committee, at the Unit Owner's expense, shall be responsible for the maintenance, repair and replacement of those portions of each Unit, which contribute to the support of the building, excluding, however, interior walls, ceiling and floor surfaces. In addition, the Management Committee shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified above in Section 3.3, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner.

(b) *By Each Owner.* In the absence of a lease with the Gillette College requiring them to maintain the property, the responsibility of each Owner shall be as follows:

(1) to maintain, repair, and replace at his expense all portions of his Unit,

and all internal installations of such Unit such as appliances, within the Unit boundaries.

(2) to maintain, repair and replace at his expense such portions of the appurtenances to his Unit and of any exclusive use area licensed, granted or otherwise assigned to such Owner. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear.

(3) to perform his responsibilities in such a manner as not to unreasonably disturb other persons occupying the building;

(4) not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Unit, unless the written consent of the Management Committee is obtained;

(5) to promptly report to the Management Committee or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Management Committee; and

(6) not to make any alterations in the portions of the Unit or the building which are to be maintained by the Management Committee or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the directors of the Management Committee, nor shall any Owner impair any easement without first obtaining the written consents of the Management Committee and of the Owner or Owners for whose benefit such easements exist.

(c) *No Contractual Liability of Management Committee.* Nothing herein contained however, shall be construed so as to impose a contractual liability upon the Management Committee for maintenance, repair and replacement; the Management Committee's liability shall be limited to damages resulting from willful or wanton misconduct or gross negligence and shall further be limited by the Wyoming statutes Section 1-1-125.

**3.6. Repairs to General Common Elements Necessitated by Owner's Acts** Each Owner agrees to maintain, repair and replace at his expense all portions of the General Common Elements which may be damaged or destroyed by reason of his own or any Occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such Owner or Occupant.

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**3.7. Shared Utilities.** In the absence of a lease with the Gillette College requiring them to maintain the property, and in the event of utilities shared by more than one Unit, the Management Committee shall pay those utility charge and prorate them against the applicable Units, according to the Unit Allocations. Such payments may be collected by the Management Committee as assessments under Article VI.

#### **ARTICLE IV. UNIT OWNERS**

**4.1. Voting Rights.** There shall be one person with respect to Units 1,2 and 3 and one person with respect to Units 4 and 5 who shall be entitled to represent those Units and be its member of the Management Committee at any meeting of the Management Committee. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member is some person designated by such Owner. Such designation shall be made in writing to the Management Committee and shall be revocable at any time by written notice to the Management Committee by the appointing Owner.

#### **ARTICLE V. MANAGEMENT COMMITTEE OF CONDOMINIUM ASSOCIATION**

**5.1. Number; Qualifications.** The administration of the Property shall be vested in a Management Committee, consisting of two (2) persons who shall be appointed by each Owner pursuant to paragraph 4.1.

**5.2. Term of Office.** Members of the Management Committee shall serve at the pleasure of the Owner who appointed that member.

**5.3. Removals.** Any Management Committee member may be removed from office with or without cause by the Owner who appointed that member. A successor to fill the unexpired term of a Management Committee member removed may be appointed by the Owner who appointed that member.

**5.4. Vacancies.** Vacancies in the Management Committee, shall be filled by the Owner who appointed that member whose position is vacant.



**5.5. Organization Meeting.** An organizational meeting of the Management Committee shall be held within ten (10) days of the appointment of any member at such place and time as shall be fixed by the Management Committee, and no further notice of the organization meeting shall be necessary.

**5.6. Regular Meetings.** Regular meetings of the Management Committee may be held at such time and place as shall be determined, from time to time, by the Management Committee. Notice of regular meetings shall be given to each member, and to each Owner personally or by mail, telephone, e-mail, facsimile at least three (3) days prior to the day named or such meeting.

**5.7. Special Meetings.** Special meetings of the members may be called at any time by the Management Committee, or upon written request of either Owner.

**5.8. Waiver of Notice.** Any member of the Management Committee may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

**5.9. Quorum; Majority Vote.** A quorum at meetings of the Management Committee shall consist of the entire Management Committee. Any action requiring a meeting may proceed without a meeting if consent to the action is signed by the members of the Management Committee.

**5.10. Minutes.** The Management Committee shall keep minutes of its proceedings.

**5.11. Compensation of Management Committee.** Members of the Management Committee shall receive no compensation for their services as Management Committee members.

#### **5.12 Powers and Duties of the Management Committee**

The Management Committee shall have power to:

- (1) adopt and publish rules and regulations governing the use of the Common Area and facilities;
- (2) Declare the office of a member of the Management Committee of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Management Committee without prior notification to the other member; and

(B) The Management Committee cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners annually or upon request.

**ARTICLE VI.  
DETERMINATION AND PAYMENT OF ASSESSMENTS**

**6.1. Obligation of Owners to Pay Assessments.** It shall be the duty of the Unit Owner to pay their share of the expenses of administration, maintenance and repair of the General Common Elements and of the other expenses provided for herein based upon the Unit Allocation. Payment thereof shall be in such amounts and at least annually or as may be determined by the Owners.

**6.2. Preparation of Estimated Budget.** Each year on or before April 15, the Management Committee shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Management Committee to be necessary for a reserve for contingencies and replacements, and shall on or before May 15 submit an estimated budget request to each Owner. The Owners shall include an appropriation in their annual budgets to fund the Condominium.

On or before the end of the fiscal year ( July 1 to June 31), the Management Committee shall supply to all Owners an itemized accounting of the expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

**6.3. Reserve for Contingencies and Replacements.** With the approval of the Owners, the Management Committee shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Management Committee may at any time levy a further assessment which shall be assessed to the Owners. The Management Committee shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore.

**6.4. Budget for First Year.** When the first Management Committee

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appointed by the Owners hereunder takes office, it shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty (30) days after said election occurs and submit it for approval and action by the Owners.

**6.5. Failure to Prepare Annual Budget.** The failure or delay of the Management Committee to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the rate established for the previous fiscal year until the new annual or adjusted estimate shall have been mailed or delivered.

**6.6. Books and Records of the Management Committee.** The Management Committee shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representatives of an owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Management Committee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

**6.7. Status of Funds Collected by Management Committee.** All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit, and account of all of the Owners. All funds may be held without interest.

**6.8. Creation of Lien.** Declarant, for each condominium unit, shall be deemed to covenant and agree, and each condominium unit owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association the general common and limited common expense assessments and charges as provided herein. The general common and limited expense assessment of the Association shall be a continuing lien upon the condominium unit against which each such assessment is made.

**6.9 Preservation of Prior Liens** A lien under this Section is prior to all other liens and encumbrances on a condominium unit except: (1) liens and

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encumbrances recorded before the recordation of the Declaration; (2) liens for real estate taxes and other governmental assessments or charges against the condominium unit and (3) the lien of a first mortgage of record on any condominium unit made in good faith and for value.

**ARTICLE VII.  
RESTRICTIONS, CONDITIONS AND COVENANTS**

**7.1. Compliance with Declaration, Bylaws and Rules and Regulations.**

Each Unit owner and Occupant shall comply with all applicable provisions of the Act, this Declaration, and rules and regulations promulgated by the Management Committee, as amended. Failure to comply shall be grounds for an action by the Condominium Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunction or other relief. Unit owners hereby waive any bond being posted in an action for injunction brought against them, and submit themselves to the jurisdiction of the court for injunctive relief.

**7.2. Administration of Condominium.** The Condominium shall be administered in accordance with the provisions of the Act, this Declaration and the rules and regulations promulgated by the Management Committee, as amended..

**7.3. Use Restriction.** Units shall be occupied and used by Unit Owners and Occupants for nursing and medical education purposes only consistent with the **MOU**, or such other uses permitted by applicable zoning ordinances.

**7.4. Hazardous Use and Waste.** Nothing shall be done to or kept in any Unit or the General Common Elements that will increase any rate of insurance maintained with respect to the Condominium without the prior written consent of the Management Committee. No Unit Owner or Occupant shall permit anything to be done to or kept in or on his Unit or the General Common Elements that will result in the cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste (damage, abuse or destruction) to, in or on his Unit or the General Common Elements.

**7.5. Alterations of the General Common Elements.** No Unit Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct anything upon, or remove anything from, the General Common Elements, or paint, decorate, landscape or adorn any portion of the General Common Elements, without the prior written consent of the Management

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Committee.

**7.6. Nuisances.** No noxious or offensive activity shall be carried on in any Unit or in the General Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become any annoyance or nuisance to the other Owners or Occupants.

**7.7. Impairment of Structural Integrity of Building.** Nothing shall be done in any Unit or in, on, or to the General Common Elements which will impair the structural integrity of the building or which would structurally change the buildings except as is otherwise provided herein.

**7.8. Rules and Regulations.** In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Management Committee or the Owners.

**7.9. Restrictions, Conditions and Covenants To Run With Land.** Each Unit Owner and Occupant shall be subject to all restrictions, conditions and covenants of this Declaration, and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land, and shall bind every person having any interest in the Property, and shall inure to the benefit of every Unit Owner.

#### ARTICLE VIII.

#### DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

**8.1 Sufficient Insurance.** In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Management Committee or the payee of such insurance proceeds in payment thereof.

#### ARTICLE IX. CONDEMNATION

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In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the same shall be repaired or restored, and the awards paid on account thereof shall be used and applied, in accordance with applicable law.

**ARTICLE X.  
SALE OF THE PROPERTY**

In the event of destruction or obsolescence of the Condominium or other valid reason, the Owners may, unanimously, elect to sell the Property

**ARTICLE XI.  
AMENDMENT**

The Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed, and acknowledged by the Owners. The change, modification, or rescission shall be effective upon filing of such instrument in the Office of the Clerk of Campbell County, Wyoming, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

**ARTICLE XII.  
GENERAL PROVISIONS**

**12.1. Severability.** The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

**12.2. Interpretation of Declaration.** Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear. Provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class Condominium project.

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**12.3. Captions.** The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

CITY OF GILLETTE, WYOMING



Duane Evenson  
Duane Evenson, Mayor

Karlene Abelseth  
Karlene Abelseth, City Clerk



STATE OF WYOMING )

)ss.

County of Campbell )

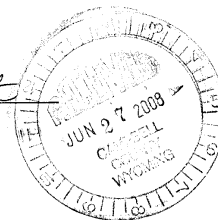
The foregoing instrument was acknowledged before me by Duane Evenson, Mayor and Karlene Abelseth, City Clerk this 21 day of May, 2008.

\* City of Gillette, Wyoming

Witness my hand and official seal.

Shelley Garrett  
Notary Public

My Commission Expires: 1/20/09



913414 Recorded on 6/27/2008 at 4:32:00 Fee 50.00  
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Susan F. Saunders, Campbell County Clerk by: P. SPARLING

RECORDED ✓  
ABSTRACTED ✓  
INDEXED ✓  
CHECKED ✓

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