TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 30 (SERIES 2026)

A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS FOR THE AMAZON FACILITY

WHEREAS, the Town of Gypsum ("Gypsum") has approved the construction an Amazon facility by Amazon Services, LLC. ("Developer") on the condition that certain required improvements as listed in the Bill of Sale as **Exhibit A,** attached hereto and incorporated herein ("Public Improvements") be constructed, conveyed and dedicated to Gypsum consistent with the plans approved by Gypsum; and

WHEREAS, the Town Engineer and Public Works Department has reviewed and inspected the Public Improvements and has determined that they have been constructed in compliance with Gypsum specifications; and

WHEREAS, Developer has provided reproducible as-built mylar and AutoCAD drawings, an affidavit affirming payment for all materials and work related to the construction of these Public Improvements and provided warranty security for all construction related to the Public Improvements.

NOW, THEREFORE, be it resolved and agreed by the Town Council of the Town of Gypsum, Colorado, and Developer that the Public Improvements, as listed in the Bill of Sale attached as Exhibit A, are hereby dedicated and conveyed to, and accepted by, Gypsum.

Introduced, read, and approved by the Town Council of the Town of Gypsum, Colorado, at its regular meeting held at the Town of Gypsum on the 21st day of October, 2026 by a vote of 5 in favor and 0 against.

TOWN OF GYPSUM

BY: [redacted]
Scott Green, Mayor

ATTEST:

BY: [redacted]
Polly Keene, Town Clerk

TOWN OF GYPSUM SEAL EAGLE COUNTY, COLORADO

EXHIBIT A

BILL OF SALE

BILL OF SALE
Amazon Facility

KNOW ALL MEN BY THESE PRESENTS: AMAZON.COM SERVICES LLC, ("Developer"), for and in consideration of the mutual promises and assurances made herein, the sufficiency of which is hereby acknowledged, and other valuable consideration by the TOWN OF GYPSUM, COLORADO, a home rule municipality organized pursuant to Article XX of the Colorado Constitution, ("Gypsum"), according to the terms and conditions contained hereon has bargained and sold and by these presents does dedicate, grant and convey unto Gypsum, its successors and assigns, the following property:

> The water main lines and related appurtenances (excluding services), fire hydrants, valves, including all related real and personal property, as described in Exhibit A, attached hereto and incorporated herein ("Public Improvements"), which were constructed or otherwise acquired by Developer to serve the property generally known as the Amazon Facility.

To have and to hold the same, unto Gypsum, its successors and assigns forever, and Developer, for itself, its successors or assigns, covenants and agrees to and with Gypsum, its successors and assigns, to warrant and defend the sale of said Public Improvements, hereby made unto Gypsum, its successors and assigns, against all and every person or persons whomsoever, and warrants that the conveyance of the Public Improvements to Gypsum, its successors and assigns, is made free from any claim or demand whatsoever.

The Developer further agrees and assures:

1. That all the Public Improvements described herein were installed in substantial compliance with Gypsum's Ordinances, Rules and Regulations and applicable construction standards, and that they are in first-class working order, free from any defect whatever.

2. That no charges for materials or labor are due and payable on any of the Public Improvements described herein, and that Developer shall indemnify, defend, and hold Gypsum and its agents, employees, engineers and attorneys, harmless from and against all claims, damages, judgements, losses, and expenses of every nature, including reasonable attorney's fees, arising at any time out of defects in materials or workmanship of Developer and its employees, subcontractors and their employees, and all other persons directly or indirectly performing work for Developer on the Public Improvements described herein.

3. During the period of three (3) years after the effective date of this acceptance, Developer shall, at its sole cost and expense make all needed and necessary repairs and replacements to the Public Improvements due to defective materials, design and/or workmanship, breach of contract or failure to abide by Gypsum approved plans or standards. If after thirty (30) days from mailing of a written notice to Developer requesting repairs, which thirty (30) days shall be extended for weather conditions preventing such work, Developer shall not have undertaken with due diligence to make such maintenance or repairs, then Gypsum may make the same at Developer's expense, either by bid or negotiated price. In case of emergency, such thirty (30) day period is waived.

4. Developer has posted a three-year warranty letter of credit or cash to repair defects to the Public Improvements arising within the three-year warranty period to repair defects. Should defects arise during the warranty periods, Developer shall extend the warranty letter of credit or cash so as to provide a full three-year warranty period following the repair of the defect to Gypsum's reasonable satisfaction. **Should the Town, because of weather or otherwise be prohibited from making proper inspection of the improvements to determine their acceptance prior to the expiration of the warranty period and letter of credit or cash, the warranty period and letter of credit or cash shall be extended for such time as is reasonably necessary to allow inspection**. This paragraph shall not limit Gypsum's right to pursue any other legal means to collect the costs incurred to repair any defects during the warranty period, including withholding building permits, certificates of occupancy, or any other approvals requested by Developer or for any phase of the Subdivision.

IN WITNESS WHEREOF, the Developer has caused its name to be hereunto subscribed this 2nd day of October, 2026.

DEVELOPER

AMAZON.COM SERVICES LLC

BY [redacted]

NAME: Trace Blethen

TITLE: Authorized Signatory

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The foregoing instrument was subscribed and sworn to before me this 2nd day of October, 2026, by Trace Blethen as Authorized Signatory of Amazon.com Services LLC.

Witness my hand and official seal.

[redacted]

Notary Public

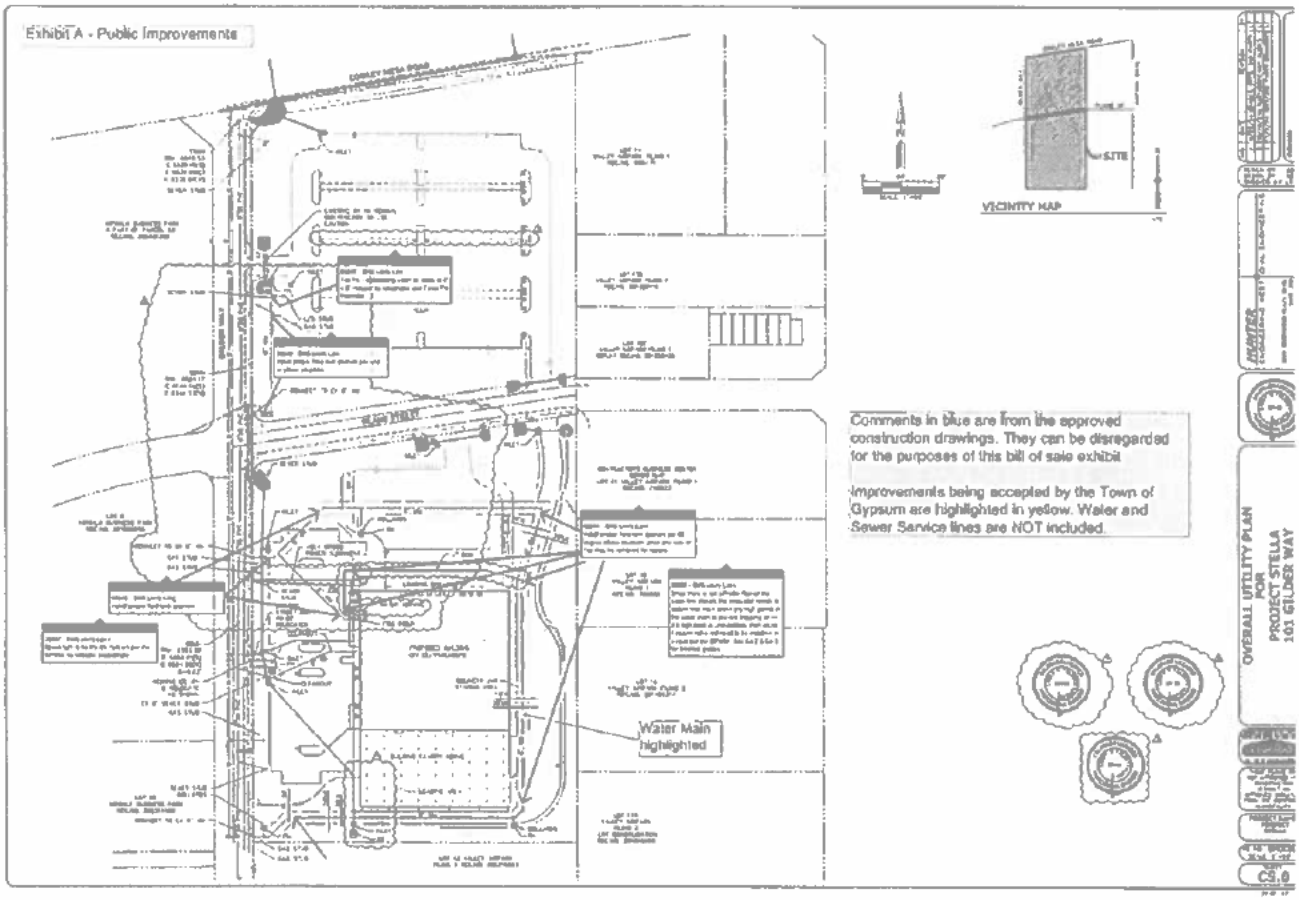
My Commission expires: 04/13/2030



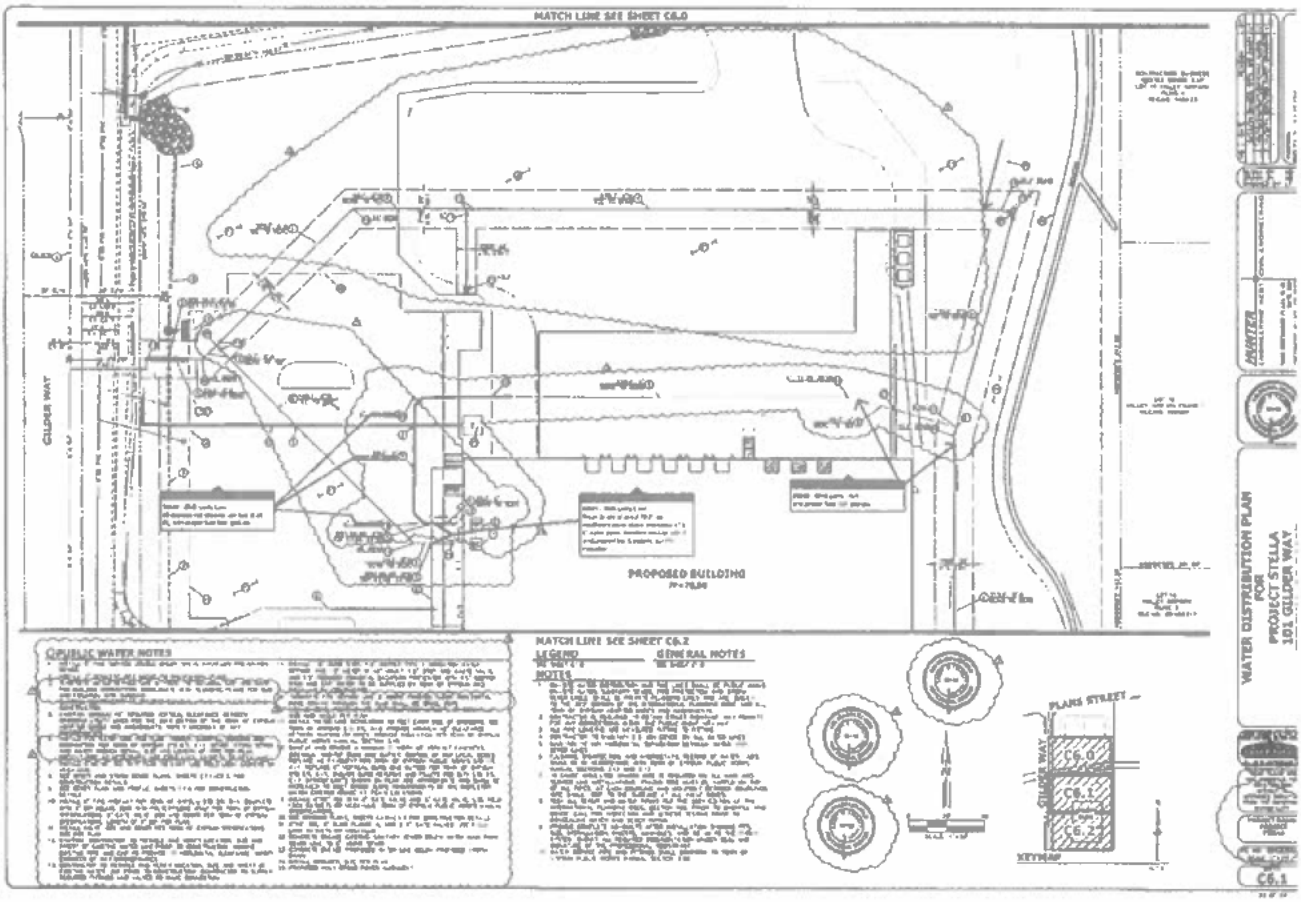
EXHIBIT A

PUBLIC IMPROVEMENTS

(Attached)


Exhibit A - Public Improvements
Water Main highlighted
SITE
VICINITY MAP
Comments in blue are from the approved construction drawings. They can be disregarded for the purposes of this bill of sale exhibit
Improvements being accepted by the Town of Gypsum are highlighted in yellow. Water and Sewer Service lines are NOT included.
OVERALL UTILITY PLAN
FOR
PROJECT STELLA
101 GILDER WAY
C3.0

GILDER WAY
PLANE STREET
MATCH LINE SEE SHEET C6.1
PUBLIC WATER NOTES
GENERAL NOTES
NOTES
KEYMAP
C6.0
C6.1
C6.2
WATER DISTRIBUTION PLAN
FOR
PROJECT STELLA
103 GILDER WAY
C6.0


MATCH LINE SEE SHEET C6.0
GILDER WAY
PROPOSED BUILDING
PUBLIC WATER NOTES
MATCH LINE SEE SHEET C6.2
LEGEND
GENERAL NOTES
NOTES
PLANS STREET
GILDER WAY
C6.0
C6.1
C6.2
KEYMAP
WATER DISTRIBUTION PLAN
FOR
PROJECT STELLA
101 GILDER WAY
C6.1

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WATER DISTRIBUTION PLAN
FOR
PROJECT STELLA
101 GILDER WAY
C6.0
C6.1
C6.2
C6.3

AFFIDAVIT

STATE OF WASHINGTON)ss.

COUNTY OF KING

The undersigned does hereby warrant, represent, state, swear and certify that it has paid in full any person who has labored or furnished materials, machinery, fixtures, or tools in connection with infrastructure dedicated to the Town of Gypsum for the Gypsum Amazon Facility project and the undersigned does further represent, state, swear and certify that any and all liens for labor or materials that were created by the undersigned as an agent have been extinguished through payment and the undersigned further agrees to furnish any and all waiver of liens from said laborers and material suppliers if such is requested by the Town of Gypsum.

Date October 02, 2026 By Trace Blethen

Amazon.com Services LLC

SUBSCRIBED AND SWORN to before me, this 2nd day of October, 2026.

[redacted]

Notary Public

My Commission Expires: 04/13/2030

