Eagle County, CO 202614295
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TOWN COUNCIL
TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 25 (SERIES 2026)

A RESOLUTION OF THE TOWN OF GYPSUM CONSENTING TO ASSIGNMENT AND ASSUMPTION OF SUBDIVISION IMPROVEMENT AGREEMENT FOR PORTION OF THE TOWER CENTER FILING NO. 2 FINAL PLAT

A. The Town of Gypsum, Colorado ("Town"), is a home rule municipality of the State of Colorado, duly organized and existing under Article XX of the Colorado Constitution and the Gypsum Home Rule Charter effective October 21, 1982.

B. EAGLE COUNTY LAND COMPANY, LLC, a Delaware limited liability company is the owner (the "Owner") of:

> TRACT F, TOWER CENTER FILING NO. 1, RECORDED DECEMBER 10, 2025, AT RECEPTION NO. 202516981, COUNTY OF EAGLE, STATE OF COLORADO.

Following subdivision of the property, Owner intends to convey a portion thereof to HP-257012 GYPSUM LLC, a Delaware limited liability company ("HP").

C. The Town, by Resolution No. 22 (Series 2026), approved of the Subdivision Improvement Agreement Tower Center Hillpointe Subdivision PUD (the "HP SIA"), which outlines terms and obligations related to the construction of the portion of the Final Plat intended to be conveyed to HP. Pursuant to Section 28 of the HP SIA, the HP SIA cannot be assigned without the written consent of Gypsum. Owner now requests the Town consent to the assignment of the HP SIA to HP, the form of assignment being attached as **Exhibit A** hereto (the "Assignment").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF GYPSUM, COLORADO, as follows:

Section 1 - Incorporation of Recitals. The above recitals are hereby incorporated into this Resolution.

Section 2 – Consent to Assignment. The Town hereby consents to the assignment of the HP SIA to HP and authorizes the Town Manager, or his designee, to execute the consent to the Assignment attached as **Exhibit A** hereto (the "Assignment").

Section 3 - Effective Date. This Resolution shall become effective and be in force immediately upon approval.

Section 4 - Severability. If any portion of this Resolution is found to be void or ineffective, it shall be deemed severed from this Resolution and the remaining provisions shall remain valid and in full force and effect.

Approved and resolved this 8th day of September, 2026 at a regular meeting of the Town Council of the Town of Gypsum, Colorado by a vote of 5 in favor and 0 against.

TOWN OF GYPSUM

By: [redacted]
~~Scott Green~~, Mayor Pro-tem-tem
Tom Edwards

ATTEST:

By: [redacted]
Polly Keene, Town Clerk

TOWN OF GYPSUM SEAL EAGLE COUNTY, COLORADO

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF SUBDIVISION IMPROVEMENT AGREEMENT

ASSIGNMENT AND ASSUMPTION OF SUBDIVISION IMPROVEMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SUBDIVISION IMPROVEMENT AGREEMENT AND CONSENT (this "**Assignment**") is made and entered into as of this 8th day of September, 2026 (the "**Effective Date**"), by and between **EAGLE COUNTY LAND COMPANY, LLC**, a Delaware limited liability company ("**Assignor**"), and **HP-257012 GYPSUM, LLC**, a Delaware limited liability company ("**Assignee**").

RECITALS:

WHEREAS, the **TOWN OF GYPSUM, COLORADO**, a home rule municipal corporation (the "**Town**") and Assignor entered into that certain Subdivision Improvement Agreement, Tower Center Hillpointe Subdivision (PUD Zoning), dated [August 25, 2026], and recorded [October 30, 2026] in the real property records of Eagle County, Colorado at Reception No. [202614291] (the "**SIA**"); and

WHEREAS, the SIA identifies Assignor as the "Developer" thereunder, and provides that the term "Developer" includes successors, assigns, heirs and subsequent owners of all or any part of the Property; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the SIA and to delegate to Assignee the duties and obligations of the Developer under the SIA, and Assignee desires to accept such assignment and assume such duties and obligations; and

WHEREAS, the SIA provides that it may not be assigned or delegated without the written consent of the Town, and the Town desires to evidence its consent to the assignment and delegation contemplated hereby.

AGREEMENT:

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignment of SIA. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the SIA and delegates to Assignee all duties and obligations of the Developer under the SIA. Assignee succeeds to the rights, privileges, duties and obligations of the Developer under the SIA.

2. Assumption by Assignee. Assignee hereby accepts the assignment set forth above and assumes and agrees to perform and discharge all duties, liabilities, covenants and obligations of the Developer under the SIA.

3. Consent of Town. The Town hereby consents in writing to the assignment and delegation contemplated by this Assignment.

4. No Modification. Except for the assignment, delegation, assumption and consent expressly provided in this Assignment, the SIA is not modified and remains in full force and effect.

5. Binding Effect. This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee and the Town, and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of said counterparts shall constitute but one and the same instrument. Counterparts may be assembled and recorded as one instrument, subject to applicable recording requirements.

[Signature pages follow]

IN WITNESS WHEREOF the parties have executed this Assignment and Assumption of Subdivision Improvement Agreement as of the Effective Date.

ASSIGNOR:

EAGLE COUNTY LAND COMPANY, LLC,
a Delaware limited liability company

By: [redacted]
Name: Anthony Lamonia
Title: Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

This record was acknowledged before me this 29th day of September, 2026, by Anthony Lamonia, as Vice President of Eagle County Land Company LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: June 15, 2027

[redacted]
Notary Public

OFFICIAL SEAL
MICHAEL D. FIRSEL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 15, 2027

ASSIGNEE:

HP-257012 GYPSUM, LLC,
a Delaware limited liability company

By: Hillpointe, LLC,
a Delaware limited liability company,
its Manager

By: [redacted]
Name: Steven J. Campisi
Authorized Signatory

STATE OF Florida)
) ss.
COUNTY OF Orange)

This record was acknowledged before me on September 25th, 2026, by Steven J. Campisi, as Authorized Signatory of Hillpointe, LLC, a Delaware limited liability company, as Manager of HP-257012 GYPSUM, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: 10/17/2026

[redacted]
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MICHELLE JARAE
MY COMMISSION # HH 322924
EXPIRES: October 17, 2026

TOWN OF GYPSUM:

TOWN OF GYPSUM, COLORADO,
a home rule municipal corporation

By: [redacted]
Scott Green, Mayor

Attest:
[redacted]
Polly Keene, Town Clerk

TOWN OF GYPSUM SEAL EAGLE COUNTY, COLORADO