



Battle North LLC
164 Railroad Ave – PO Box 56
Minturn CO, 81654
802-473-0275

May 8, 2024

VIA E-MAIL

Michelle Metteer
Town of Minturn
302 Pine Street
Minturn, CO 81645
E-mail: manager@minturn.org

Michael J. Sawyer
Karp, Neu, Hanlon PC
201 14th Street, Suite 200
P.O. Box 2030
Glenwood Springs, CO 81602
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Re: Settlement Agreement dated September 6, 2023 (“**Settlement Agreement**”) by and among Battle One Developer, LLLP, a Georgia limited liability limited partnership, Battle Two Developer, LLLP, a Georgia limited liability limited partnership, Battle North, LLC, a Georgia limited liability company, Battle South, LLC, a Georgia limited liability company, and Battle One A Developer, LLC, a Georgia limited liability company (collectively, together with their respective successors and assigns, “**Battle**”); and the Town Council for the Town of Minturn, Colorado (“**Town Council**”), the Town of Minturn Water and Sanitation Activities Enterprise, an enterprise fund established pursuant to C.R.S. §37-45.1-101 *et seq.* (the “**Enterprise**”), and the Town of Minturn, Colorado, a home rule municipal corporation (collectively with Town Council and the Enterprise, the “**Town**”)

Dear Town:

This letter agreement (“**Letter Agreement**”) is entered into to confirm certain agreements between Battle and Town concerning the Settlement Agreement. Initially capitalized terms used but not otherwise defined in this Letter Agreement have the meaning assigned to such terms in the Settlement Agreement.

As contemplated by the Settlement Agreement, the Parties will process and take final action on an application for an Exemption Plat that will, upon Town approval and Recording, create certain Restricted Parcels. Section 2(a)(ii) of the Settlement Agreement provides that unless the Parties otherwise agree in writing prior to the Closing Date, the Trestle Area is a Restricted Parcel intended to be created by the Exemption Plat. Following discussions between the Parties, the Parties agree that the Trestle Area will not be a Restricted Parcel and will not be a separate parcel created by the Exemption Plat.

Please confirm your agreement to the foregoing by signing where indicated below and return a copy of this counter-signed Letter Agreement to Battle.

Sincerely,

Battle One Developer, LLLP,
a Georgia limited liability limited partnership

By: Bassel Battle Investment, Corp.,
a Colorado corporation,
its General Partner

By: _____
Name: Lorne Bassel
Title: President

Battle Two Developer, LLLP,
a Georgia limited liability limited partnership

By: Bassel Battle Investment, Corp.,
a Colorado corporation,
its General Partner

By: _____
Name: Lorne Bassel
Title: President

Battle North, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President

Battle South, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President

Battle One A Developer, LLC,
a Georgia limited liability company

By: Bassel Battle Investment, Corp.,
a Colorado corporation, its Manager

By: _____
Name: Lorne Bassel
Title: President

Accepted and Agreed:

TOWN OF MINTURN,
a Colorado home rule municipal corporation

By: _____
Name: _____
Title: Mayor

**TOWN COUNCIL FOR THE TOWN OF
MINTURN,**
the legislative body of the Town of Minturn

By: _____
Name: _____
Title: Mayor

**MINTURN WATER AND SANITATION
ACTIVITIES ENTERPRISE,**
an enterprise fund established pursuant to
C.R.S. §37-45.1-101 *et seq.*

By: _____
Name: _____
Title: Mayor