

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO 30 - SERIES 2024**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE  
TOWN OF MINTURN TO SIGN A SECOND AMENDMENT  
TO A SETTLEMENT AGREEMENT BETWEEN THE  
BATTLE MOUNTAIN ENTITIES AND THE TOWN OF  
MINTURN EXTENDING THE APPROVALS PERIOD AND  
SETTLEMENT AGREEMENT TERM.**

**WHEREAS**, on March 4, 2022, the Town of Minturn (“Town”) commenced litigation against the Battle Mountain Entities in a case known as *Town of Minturn v. Battle One Developer, LLP et al.*, Eagle County District Court Case No. 2022CV30050 (the “Litigation”). In the Litigation, the Town alleges that Battle Mountain Entities have breached various agreements, and the Battle Mountain Entities have asserted counterclaims against the Town.

**WHEREAS**, pursuant to Resolution 25 – Series 2023, on September 6, 2023, the Minturn Town Council (“Town Council”) approved and authorized execution of that certain Settlement Agreement having an effective date of September 6, 2023 (the “Original Settlement Agreement”) by and among the Town and Battle Mountain Entities for the purposes of, among other things, providing a potential path to resolve the Litigation and providing a path forward for the Battle Mountain Entities to undertake a reduced amount of development on their property.

**WHEREAS**, pursuant to Resolution 11 – Series 2024, on March 6, 2024, Town Council approved and authorized execution of that certain First Amendment to Settlement Agreement (the “First Amendment,” and together with the Original Settlement Agreement, the “Settlement Agreement”) by and among the Town and Battle Mountain Entities for the purposes of extending the Approvals Period and the outside expiration date of the Settlement Agreement term.

**WHEREAS**, the Settlement Agreement’s Approvals Period expires on June 20, 2024 and the outside expiration date for the term set forth in Section 9 of the Settlement Agreement is July 18, 2024.

**WHEREAS**, the Town and Battle Mountain Entities seek to extend the Settlement Agreement’s Approvals Period and term to provide additional time to implement the Settlement.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF MINTURN, COLORADO:**

1. The Town Council approves the Second Amendment to Settlement Agreement attached as Exhibit A and authorizes the Mayor or his designee to sign on behalf of the Town any and all documents required to reasonably ensure completion.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 19th day of June, 2024.**

TOWN OF MINTURN, COLORADO

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Earle Bidez, Mayor

ATTEST:

By: 

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Jay Brunvand, Town Clerk

**Exhibit A**  
**Second Amendment to Settlement Agreement**  
*[to be inserted]*

## SECOND AMENDMENT TO SETTLEMENT AGREEMENT

This SECOND AMENDMENT TO SETTLEMENT AGREEMENT (this “**Second Amendment**”) is made and entered into as of June 19, 2024 (“**Second Amendment Effective Date**”) by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): 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**”).

### RECITALS

This Second Amendment is made with respect to the following facts:

A. Pursuant to Resolution 25 – Series 2023, on September 6, 2023, Town Council approved and authorized execution of that certain Settlement Agreement having an effective date of September 6, 2023 (the “**Original Settlement Agreement**”) by and among the Parties.

B. Pursuant to Resolution 11 – Series 2024, on March 6, 2024, Town Council approved and authorized execution of that certain First Amendment to Settlement Agreement having an effective date of March 6, 2024 (the “**First Amendment**,” and together with the Original Settlement Agreement, the “**Settlement Agreement**”) by and among the Parties. Capitalized terms used in this Second Amendment have the meanings assigned to such terms in the Settlement Agreement.

C. The Parties further modified the Settlement Agreement pursuant to that Letter Agreement dated May 8, 2024, which clarifies that the Trestle Area will not be a Restricted Parcel and will not be a separate parcel created by the Exemption Plat.

D. The Settlement Agreement contemplates, among other things, the Parties undertaking in good faith to coordinate and process certain Approvals during the Approvals Period and to implement the Settlement prior to the expiration of the term set forth in Section 9 of the Settlement Agreement.

E. The Approvals Period currently expires on June 20, 2024 and the outside expiration date for the term set forth in Section 9 of the Settlement Agreement is July 18, 2024.

F. Following the Effective Date, Battle and the Town have worked diligently to prepare and process applications for and drafts of the Approvals. However, the Parties will be unable to obtain Town Council’s final action on the Approvals prior to the expiration of the Approvals Period or implement the Settlement prior to expiration of the Settlement Agreement term.

G. The Parties desire to amend the Settlement Agreement to extend the Approvals Period and expiration of the term as more particularly set forth below.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the Recitals (which are incorporated in this Second Amendment), the terms, conditions and covenants set forth in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Approvals Period.** Section 2 of the Settlement Agreement is amended to extend the Approvals Period through and including July 18, 2024.
2. **Term.** Section 9 of the Settlement Agreement is amended to extend the outside expiration date of the Settlement Agreement term set forth in clause (b) through and including August 22, 2024.
3. **Effect of Amendment.** Except as expressly modified by this Second Amendment, the Settlement Agreement is unmodified, is hereby ratified and affirmed, and will remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of this Second Amendment and the terms of the Settlement Agreement, the provisions of this Second Amendment will govern and control.
4. **Governing Law.** This Second Amendment will be governed by and construed in accordance with the laws of the State of Colorado.
5. **Facsimile/Scanned Signatures/Counterparts.** Signatures may be evidenced electronically, by facsimile or a scan. A facsimile transmitted or scanned copy of this Second Amendment (including a PDF) executed by a Party will be accepted as an original signature for all purposes. This Second Amendment may be executed in several counterparts, each of which will be construed together as one original.

**[Signature Pages Follow This Page]**

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Second Amendment Effective Date.

**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

**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