

RESOLUTION NO. 25-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO, APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF
CLAIMS**

WHEREAS, the City of Castle Pines, Colorado (the “City”) is a party to three active civil cases¹ arising out of two land use applications filed by Twin Star Energy LLC (“Twin Star”) involving the expansion of an existing car wash as part of a 7-11 convenience store; and

WHEREAS, the City has vigorously denied the allegations and claims asserted in the Litigation; and

WHEREAS, the City and Twin Star participated in mediation during which the City and Twin Star negotiated terms of settlement (“Terms of Settlement”); and

WHEREAS, the Terms of Settlement have been satisfied and the City and Twin Star desire to memorialize the Terms of Settlement in the Settlement Agreement and Release of Claims, attached hereto and incorporated herein (“Settlement Agreement”); and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City to approve and enter into the Settlement Agreement.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby: (a) approves the Settlement Agreement and Release of Claims in the same form as attached hereto and incorporated herein as **Attachment A**; and (b) authorizes the Mayor to execute the Settlement Agreement on behalf of the City.


Section 2. If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

**INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF
6 IN FAVOR, 0 AGAINST AND 1 ABSENT ON THIS 24TH DAY OF JUNE 2025.**

¹ Twin Star Energy, LLC v. Board of Adjustment et al., Case No. 2021CV30292; Twin Star Energy, LLC v. Board of Adjustment et al., Case No. 1:21-CV-01451-GPG-NRN; and Twin Star Energy v. Board of Adjustment et al., Case No. 24-1077 (collectively, the “Litigation”).




Tracy Engerman (Jul 9, 2025 16:37 MDT)

Tracy Engerman, Mayor

ATTEST:



Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:


Linda Michow (Jun 27, 2025 11:36 MDT)

Linda C. Michow, City Attorney

ATTACHMENT A

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (this “Agreement”) is entered into as of the last signature date below (the “Effective Date”) by and between Twin Star Energy LLC (“Twin Star”) and the City of Castle Pines in Douglas County, Colorado (inclusive of the Board of Adjustment of the City of Castle Pines and the Planning Commission of the City of Castle Pines, the “City”). Twin Star and the City shall collectively be referred to hereinafter as the “Parties.”

RECITALS

WHEREAS, Twin Star Energy initiated a lawsuit against the City in the District Court, Douglas County, Colorado entitled *Twin Star Energy, LLC v Board of Adjustment et al.*, Case No. 2021CV30292, (the “State Court Lawsuit”); an action in United States District Court for the District of Colorado entitled *Twin Star Energy LLC v. Board of Adjustment, et al.*, Case No. 1:21-CV-01451-GPG-NRN (the “Federal Lawsuit”); and a pending Tenth Circuit appeal entitled *Twin Star Energy v. Board of Adjustment, et al.*, case number 24-1077 (the “Appeal,” collectively with the State Court Lawsuit and the Federal Lawsuit, the “Litigation”)

WHEREAS, the City denies the allegations and claims asserted in the Litigation;

WHEREAS, the Parties participated in a mediation during which the Parties agreed to enter into a settlement agreement and dismiss all claims asserted in the Litigation upon satisfaction of certain material terms (collectively, the “Terms of Settlement”) including City approval of site improvement plan amendments and necessary variances to increase the building height of the 7-11 convenience store building, increase the length and height of the carwash, and improve the signage for the carwash and 7-11 uses (collectively, the “TS SIP Amendments”);

WHEREAS, the City has approved the TS SIP Amendments and has fulfilled all conditions precedent to the execution of a settlement agreement under the Terms of Settlement; and

WHEREAS, the Parties agree that it is in each of their best interests to resolve their disputes without further delay, and without any admission of liability, in order to avoid the costs and burdens associated with further litigation between them;

NOW THEREFORE, the Parties, in consideration of the promises and covenants contained herein and intending to be legally bound hereby, agree as follows:

1. The City shall pay, and Twin Star hereby accepts, the total sum of \$75,000.00 as a settlement payment (the "Total Settlement Amount"). Within 14 calendar days of the Effective Date, the City shall pay the Total Settlement Amount by check or wire transfer. The dismissal obligation of Section 2 and the release obligations of Sections 3 and 4 shall only become binding upon payment of the Total Settlement Amount.

2. Within five business days after Twin Star's receipt of the Total Settlement Amount, Twin Star shall file with the Court stipulations of dismissal with prejudice of the State Court Lawsuit, the Federal Lawsuit, and the Appeal. The Parties shall not make any application for fee or cost shifting, including attorneys' fees, and the Parties acknowledge that in settling all claims in the Litigation, they waive all rights to appeal with respect to the claims. Each Party shall take all steps necessary to effectuate this settlement.

3. As consideration for this Agreement, and expressly conditioned upon the of receipt the Total Settlement Amount as described in Section 1, Twin Star, for itself, its heirs, executors, administrators, successors, constituents, predecessors, officers, directors, shareholders, principals, partners, managers, members, employees, insurers, sureties, attorneys,

assigns, agents, consultants, parent companies, subsidiary companies and affiliated companies, hereby releases, acquits and forever discharges the City and its heirs, executors, administrators, successors, constituents, predecessors, officials, officers, employees, insurers, sureties, attorneys, assigns, agents, and consultants, from any and all liability which they now have, have had, or may have with respect to all claims, demands, liens, actions, and causes of action and from all damages, injuries, losses, contributions, indemnities, compensation, costs, attorneys' fees and expenses of any kind or nature whatsoever, arising out of or in any way connected with the Litigation, whether fixed or contingent, whether in law or in equity, and whether sounding in tort, contract or any other legal theory, including, without limitation, claims arising out of the City's approvals of applications for the development of the adjoining property for a car wash commencing in 2021 up through and including SIP amendment and variance applications currently pending before the City, and the City's 2021 zoning determinations concerning the nature of Twin Star's uses and proposed SIP amendment.

4. As consideration for this Agreement, and expressly conditioned upon the dismissal of the claims against the City as required by Section 2, the City, for itself and its heirs, executors, administrators, successors, constituents, predecessors, officers, directors, employees, insurers, sureties, attorneys, assigns, agents, and consultants, hereby releases, acquits and forever discharges Twin Star and its heirs, executors, administrators, successors, constituents, predecessors, officers, directors, shareholders, principals, partners, managers, members, employees, insurers, sureties, attorneys, assigns, agents, consultants, parent companies, subsidiary companies and affiliated companies, from any and all liability which they now have, have had, or may have with respect to all claims, demands, liens, actions, and causes of action and from all damages, injuries, losses, contributions, indemnities, compensation, costs, attorneys' fees and expenses of any kind or nature

whatsoever, arising out of or in any way connected with the Litigation, whether fixed or contingent, whether in law or in equity, and whether sounding in tort, contract or any other legal theory. This release of claims does not extend to future claims or enforcement actions by the City including, without limitation, claims or actions to enforce compliance with the TS SIP Amendments and the City's zoning regulations.

5. This Agreement is a compromise of disputed claims. Any payment made hereunder or its acceptance is not to be construed as an admission of liability or wrongdoing by any Party. Each Party understands and agrees that the other Party expressly denies any wrongdoing or liability.

6. No promissory inducement which is not herein expressed has been made to any Party, and in executing this Agreement no Party relies upon any statement or representation made by any other Party or any other person or entity. Each Party acknowledges and assumes all risk, chance, or hazard that the damages complained of, if any, may be or become greater or more extensive than is now known, anticipated, or expected.

7. Each of the Parties and their respective attorneys have cooperated and participated in the drafting and preparation of this Agreement, and in entering into this Agreement the Parties have relied upon the advice of their chosen attorneys. The terms of this Agreement are fully understood and voluntarily accepted by the Parties. The Parties further understand and agree that they are entering into this Agreement knowingly and voluntarily.

8. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements, understandings, or communications between the Parties hereto pertaining to the subject matter hereof, including the Terms of Settlement.

9. This Agreement may be modified or amended only by a written agreement signed by all Parties.

10. The failure of any Party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. No term or provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom such waiver is sought to be enforced.

11. This Agreement shall, in all respects, be subject to, governed by, and interpreted pursuant to Colorado law, without application of its conflicts of laws rules, and shall be construed in any case where doubt may arise in such a manner as will make it lawful and fully enforceable. Any suit or proceeding brought hereunder shall be venued in Douglas County, Colorado or the federal courts of Colorado. Each party waives any objection based on *forum non conveniens* or any other objection to venue therein.

12. Should any provision of this Agreement be declared or be determined to be wholly or partly illegal, invalid, or unenforceable by a court or other government body of competent jurisdiction, then: (a) the validity of the remaining parts, terms, or provisions shall not be affected thereby; (b) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; and (c) the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and

enforceable in conformity with the Parties' intent as manifested in this Agreement; and (d) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law and equity.

13. Any notices concerning violations of this Agreement shall be sent in writing by email, with a copy by overnight mail:

If to Twin Star:

Preet Singh Puri
7671 Shaffer Parkway
Littleton, CO 80127

with copies to:

Greg Tamkin
Dorsey & Whitney LLP
1400 Wewatta Street, Suite 400
Denver, CO 80202-5549
tamkin.greg@dorsey.com

If to Municipal Defendants

Micheal Penny, City Manager,
Town of Castle Pines
7437 Village Sq. Dr. , Ste 200
Castle Pines, CO 80108
Michael.penny@castlepinesco.gov

with copies to:

Linda Michow
5299 DTC Blvd., Ste. 300
Greenwood Village, CO 80111
lmichow@mgmfirm.com

Josh A. Marks
1712 Pearl St.
Boulder CO 80302
jam@bhgrlaw.com

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument. The Parties further agree that copies of this Agreement, including any pdf or other electronic copies with signatures, shall be binding and treated as an original agreement.

15. Nothing in this Agreement shall create any rights for anyone who is not a party to this Agreement.

16. The Parties represent and warrant that none of the claims released herein have been conveyed, assigned, secured, or in any manner transferred, in whole or in part, by a Party to any person or entity.

17. Each of the Parties represents and warrants that it has full right and authority to enter into this Agreement and that the person executing this Agreement on its behalf has the full right and authority to fully commit and bind such Party, which intends to be legally bound by it.

18. Each Party shall bear its own attorneys' fees and costs incurred through the execution of this Agreement.

IN WITNESS WHEREOF, the undersigned, having read the terms of this Agreement carefully, and knowing and understanding its contents, and further fully understanding that the express terms set forth above are the entire consideration for the Agreement, do sign the

Agreement as of their own free act and deed as of the dates set forth below.

Twin Star Energy, LLC

By: 
Preet Singh Puri, Managing Member

Date 6/18/25

City of Castle Pines, a Colorado home rule
municipal corporation

By: _____
Tracy Engerman, Mayor

Date _____