

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Assessment Appeal

475 Cleveland Assoc. LLC, et al.,

Court File No. 62-CV-19-8125

Plaintiffs/Appellants,

v.

**SETTLEMENT AGREEMENT AND
RELEASE**

City of St. Paul,

Defendant/Respondent.

This Settlement Agreement and Release is made by and between Appellants 475 Cleveland Assoc. LLC, Dart Transit Company, Midway Fuel, Eaton Street LLC, 2085 Capp Road LLC, 802 Prior LLC, Krinkie Company, Rose M. Walsh Trustee, Church of St. Pascal Baylon, Bolander Real Estate LLC, R&M Holdings, Thaemert Properties, Le Auto, Dey Propetties, Lethert Skwira, Schultz & Co., Kirtland Properties, LLC, Sewell Properties, LLC, Church of St. Mary, Lexington Convenience Properties, Town & Country Club, Dawn and Gary H, LLC, NJF Properties, Upper Corner Venture, Mb Properties, LLC, Center Ice LLC, Charles & Caroline McCann, McCann Developments, Warehouse Rentals, Update Company, Raymond Partners LLC, Midtown Commons, RRB Associates, 188 Plato, LLC, Minnesota Comm'l Railway, Soo Line Railroad, Nativity of Our Lord Church, Holy Spirit Church, Sacred Heart Church, St. Agnes Church, St. Bernard Church, Cathedral of St. Paul, Blessed Sacrament Church, Holy Childhood Church, Maternity of Mary Church, Lumen Christi Church, St. Casimir Church, St. Cecilia Church, St. Columba Church, St.

Francis de Sales Church, St. Patrick Church, St. Peter Claver Church, St. Stanislaus Church, First Baptist Church of St. Paul, Christina Anderson & Simon Taghioff, Daniel Sullivan, Robert Bloomer, Jr., Kevin Fenelon, Michael Brennan, Monica Carlson, Matthew Russell, Mary Potter & Thomas Hays, Tom Gallagher, Samuel J. Varghese, Sherri Mortenson-Brown, Denny & Mary Thalhuber, Caprice Glaser, John Pitera & Kate Patterson, Kenneth & Harriet Goodpaster, Lindsay Drebenstedt, Pearl Bejblik, Paul & Deanne Gieser, Judith Miller, Arvold Properties LLC, Saul R. Sanchez Henriquez & America Jimenez de Tobar, Tina Lassahn, Tracy & Matthew Arends, Brian Gove, Christine Mack, Scott & Ericka Schultz, Rebecca Loeding, Robert Batta, Brian J. Ludwig, Henry Schnitzer, Bethlehem Tegegne, Nell McClung, Sisaneoun Vang, Tom Kosobayashi, Darlene Heiskary, Doug Swalboski, Christopher Diekman & Pamela Hovda, John Mannillo, Nick Fercello, Gary Huffman, Leonard Anderson, Michael Schumann, BNSF Railway Co., Northern Pacific Ry Co., Glacier Park Company, Burlington Northern, Inc., Leaetta Hough, Susan B. Foote, Terence G. O'Brien & Kristen H. O'Brien, Harris Bldg., LLC, and Respondent City of Saint Paul.

WHEREAS, the above-listed Appellants filed an assessment appeal challenging their 2019 SMSP charges and/or assessments for certain properties owned by them located in St. Paul alleging, *inter alia*, that the amount of the charges and/or assessments were in excess of the special benefit to the properties;

WHEREAS, Respondent expressly denies Appellants' allegations and maintains that the charges and/or assessments were lawful;

WHEREAS, the parties wish to settle and resolve all outstanding disputes and claims between them in relation to, and to avoid the uncertainties and costs associated with continued litigation of, the above-entitled matter; and

WHEREAS, upon payment of the amounts shown in Paragraph 1 below, the parties to this Settlement Agreement and Release have successfully conciliated all issues of dispute in the above-entitled matter.

NOW, THEREFORE, in consideration of the mutual promises established herein, the parties agree as follows:

1. Upon formal approval of the St. Paul City Council, the City of St. Paul will issue a total payment to the above-listed Appellants through their attorneys, Ferdinand F. Peters. Esq. Law Firm, for \$155,016.97, payable to “Ferdinand F. Peters, Esq. Law Firm Trust Account,” in complete satisfaction of the 2019 SMSP assessment appeals that were alleged or could have been alleged in the above-entitled pending litigation.

2. In consideration of the payment referenced in Paragraph 1, Appellants, by execution of this Settlement Agreement and Release, hereby fully and completely release the City of St. Paul, and all of its past and present agents, officers and employees, predecessors, and successors in interest of the City of St. Paul in their official and individual capacities, of any and all claims for damages, costs and attorneys’ fees which Appellants have or may have, whether presently known or unknown, arising in law or in equity, which were made, or which could have been made, in the above-entitled action. Appellants agree that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which Appellants now have or

may have against the City of St. Paul, and all of its past and present agents, officers, and employees, predecessors, and successors, and successors in interest of the City of St. Paul, in their official and individual capacities, whether currently known or unknown, arising in law or equity, which were made or which could have been made in the above-entitled action, are fully released, satisfied, discharged and settled. This means that Appellants release all employees of the City of St. Paul from any claims for damages, costs, interest, and attorney's fees with respect to 2019 SMSP charges and/or assessments known or unknown, that were or could have been brought in relation to the set of facts presented in the above-entitled assessment appeal.

3. Appellants agree that the terms of this Settlement Agreement and Release are binding on them and their personal representatives, heirs, successors and assigns.

4. Appellants understand and acknowledge that Respondent does not admit any wrongdoing, improper action or liability for any of Appellants' alleged claims.

5. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between them. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

6. Appellants, by execution hereof, acknowledge that this Settlement Agreement and Release has been read by their legal counsel, and that they understand and fully agree to each provision hereof.

7. The parties agree that upon payment of the amount set forth in Paragraph 1 above, they hereby authorize their counsel to sign and file a stipulation and proposed order

to dismiss the above-entitled matter, with prejudice, and with all of the parties to bear their own costs, disbursements, and attorney fees.

8. This agreement may be executed in counterparts by way of attached signature pages for each Appellant that is party to this release.

FERDINAND F. PETERS, ESQ. LAW FIRM

Dated: _____, 2022

FERDINAND F. PETERS, #157041
BENJAMIN P. LOETSCHER, #0389037
711 Smith Ave. S.
Saint Paul, MN 55107
Telephone: (651) 647-6250
Email: ferdpeters@ferdlaw.com
bloetscher@ferdlaw.com
Attorneys for Plaintiffs

LYDNSEY M. OLSON
City Attorney

Dated: _____, 2022

ANISSA M. MEDIGER, #0290439
Assistant City Attorney
750 City Hall and Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102
Telephone: (651) 266-8729
Email: anissa.mediger@ci.stpaul.mn.us
Attorneys for City of Saint Paul

475 Cleveland Assoc. LLC
By:
(printed name) Gary Santoorjian
Its: VP Real Estate

Dart Transit Company
By:
(printed name) Gary Santoorjian
Its: VP Real Estate

Midway Fuel
By:
(printed name) Gary Santoorjian
Its: VP Real Estate

Eaton Street LLC
By:
(printed name) Gary Santoorjian
Its: VP Real Estate

2085 Capp Road LLC
By: 
(printed name) Gary Santoorjian
Its: VP Real Estate

802 Prior LLC
By: 
(printed name) Gary Santoorjian
Its: VP Real Estate

Krinkie Company
By: 
(printed name) Philip Krinkie
Its: Managing Partner

Rose M. Walsh Trustee
By: 
Carol Ann Lugg, Successor Trustee

Church of St. Pascal Baylon

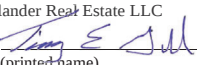
By: Rev. John J. Mitchell 
(printed name)

Its: PASTOR

February 10, 2023

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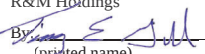
Bolander Real Estate LLC

By: 
(printed name)

Its: CFO

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R&M Holdings

By: 
(printed name)

Its: CFO

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Craig Thaemert & Affiliates (Thaemert
DQueen LLC, Thaemert Properties
LLC, Thaemert WCastle LLC, &
Thaemert CStore LLC)

By: 
ID: NW0MLJC7TH02Z23SAGWZY9Q
(Elaine Thaemert, Manager)

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Dey Properties

By: At 12
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(printed name) Peter Dey

Its: President

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Lethert Skwira, Schultz & Co.

By: Kalina
6/27/2019 1:17:11 PM C:\Users\K\

(printed name) Kenneth Kalina

Its: Partner

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Kirtland Properties, LLC

By: Richard Kirtland
(printed name)

Its: President

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Sewell Properties, LLC

By: F Sewell
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(printed name) F Sewell

Its: President

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Church of St. Mary

By: Rev. Byron S. Hagan
(printed name) Rev. Byron S. Hagan

Its: Pastor

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Lexington Convenience Properties

By: Barry Saadch
(printed name)

Its: owner

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Town & Country Club

By: Robert White
(printed name) Robert White

Its: General Manager

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Dawn and Gary H, LLC

By: GARY HUFFMAN
(printed name) GARY HUFFMAN

Its: CEO

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NJF Properties

By: [Signature]
(printed name) Jeff Ulrich

Its: Chief Officer

Upper Corner Venture

By: David Brooks owner
(printed name)

Its: DAVID BROOKS

Mb Properties, LLC

By: David Brooks DAVID BROOKS
(printed name)

Its: OWNER

Center Ice LLC

By: David Brooks DAVID BROOKS
(printed name)

Its: OWNER

Caroline McCann
Caroline McCann

McCann Developments

By: Sandra Dascalos
(printed name) Sandra Dascalos

Its: Partner

Warehouse Rentals

By: Sandra Dascalos
(printed name) Sandra Dascalos

Its: Partner

Update Company

By: Sandra Dascalos
(printed name) Sandra Dascalos

Its: Property manager

Raymond Partners LLC

By: Sandra Dascalos
(printed name) Sandra Dascalos

Its: Partner

Midtown Commons

By: Sandra Dascalos
(printed name) Sandra Dascalos

Its: Partner

RRB Associates

By: JAMES RUTZICK
(printed name)

Its: [Signature]

MANAGING PARTNER

188 Plato, LLC

By: Jim Rutzick
(printed name)

Its: [Signature]

MANAGING PARTNER

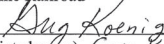
Minnesota Comm'l Railway

By: 
(printed name) Michael E. Lebakken

Its: Co-President & CFO

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Soo Line Railroad

By: 
(printed name) Greg Koenig

Its: Vice President of Finance
1/28/2022

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Nativity of Our Lord Church

By: 
(printed name) Laura Barr

Its: Parish Administrator

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Holy Spirit Church

By: 
(printed name) Justin Carrick

Its: BUSINESS MANAGER

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Holy Childhood Church

By: Fr. Philippe VIGNERON
(printed name)

Its: Pastor in Solidum

1.1

St. Agnes Church

By: LEE MARK MCGINLEY
(printed name)

Its: Pastor

St. Bernard Church

By: AROKIADORE ROJO
(printed name)

Its: PASTOR

Cathedral of St. Paul

By: Rev. John L. Lavel
(printed name) Rev. John L. Lavel

Its: Rector

Blessed Sacrament Church

By: Fr. Jimmy Puttananickal
(printed name)

Its: Pastor 

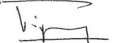
Holy Childhood Church

By: Fr. Philippe VIGNERON
(printed name)

Its: PASTOR 

Maternity of Mary Church

By: Fr. Philippe VIGNERON
(printed name)

Its: Pastor in Solidum


Lumen Christi Church

By: 
(printed name) Daniel C. Haugen

Its: Pastor

St. Casimir Church

By: Rev. Dwight C. Heberechts, OMI
(printed name) Rev. Dwight C. Heberechts, OMI
Its: Pastor

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St. Cecilia Church

By: John M. Hofstede
(printed name)
Its: Pastor

John M. Hofstede

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St. Columba Church

By: Henry Nguyen
(printed name)
Its: Pastor

Henry Nguyen

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St. Francis de Sales Church

By: Fr. James F. Adams
(printed name)
Its: Pastor

Fr. James F. Adams

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St. Patrick Church

By: Rev. Dwight C. Hoeberechts, OMI
(printed name) Rev. Dwight C. Hoeberechts, OMI
Its: Pastor

St. Peter Claver Church

By: Fr. Joseph Gifford
(printed name)
Its: Pastor / Vice President

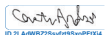
St. Stanislaus Church

By: Kim I. Myers
(printed name) Kim I. Myers
Its: Parish Administrator

First Baptist Church of St. Paul

By: William Englund
(printed name)
Its: Pastor

W Englund


Christina Anderson & Simon Taghioff

Christina Anderson & Simon Taghioff

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Christina Anderson & Simon Taghioff

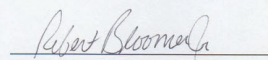
Christina Anderson & Simon Taghioff

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Daniel Sullivan

Daniel Sullivan

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Robert Bloomer, Jr.

Robert Bloomer, Jr.

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 [Redacted Signature]

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Kevin Fenelon

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 [Redacted Signature]

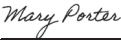
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Monica Carlson

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 [Redacted Signature]

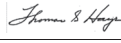
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Matthew Russell

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Mary Porter

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Thomas Hays

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Tom Gallagher

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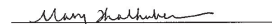


Samuel J. Varghese

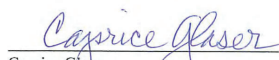
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Denny Thalhuber

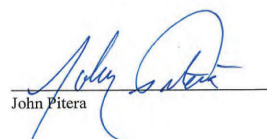
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Mary Thalhuber

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Caprice Glaser

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John Pitera

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Kate Patterson

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Kenneth Goodpaster (Nov 25, 2022 16:06 CST)
Kenneth Goodpaster

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Harriet Goodpaster

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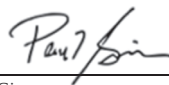

Lindsay Drebenstedt

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Pearl Bejblik, by Patricia Ann Dee, Successor

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Paul Gieser

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Deanne Gieser

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Judith Miller

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Arvold Properties LLC

By: Nathan Devar
(printed name)

Its: Owner

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Saul R. Sanchez Henriquez

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America Jimenez de Tobar

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Tina Lassahn

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Tracy Arends

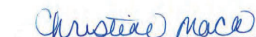
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Matthew Arends

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Brian Gove

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Christine Mack

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Signature of Scott Schultz

Scott Schultz

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Signature of Ericka Schultz

Ericka Schultz

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Signature of Rebecca Loeding

Rebecca Loeding

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Signature of Robert Batta

Robert Batta

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Henry Schnitzer

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Bethlehem Tegegne

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Nell McClung

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Sisaneoun Vang

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Tom Kobayashi

Tom Kosobay

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Daten Herkann

Darlene Heiskary

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Douglas E. Swaback

Doug Swalbo

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Chir. Dickerson

Christopher Diekman

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Pamela Hovda

John Mannillo

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Nick Fercello

Gary Huffman

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Leonard Anderson
Leonard Anderson

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Michael Schumann
Michael Schumann

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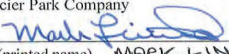
BNSF Railway Co.
By: Mark Liniado
(printed name) MARK LINIADO
Its: VICE PRESIDENT AND GENERAL
TAX COUNSEL

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Northern Pacific Ry Co.
By: Mark Liniado
(printed name) MARK LINIADO
Its: VICE PRESIDENT AND GENERAL TAX
COUNSEL

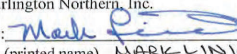
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Glacier Park Company

By: 
(printed name) MARK LINIADO

Its: Vice President & General Tax Counsel.

Burlington Northern, Inc.

By: 
(printed name) MARK LINIADO

Its: Vice President and
General Tax Counsel.


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Leaetta Hough


© WwJWgYF4dLJv4ACJv846JG

Terence G. O'Brien

[Redacted]

[Kristen H. O'Brien](#)