

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Assessment Appeal

First Baptist Church of St. Paul, et al.,

Court File No. 62-CV-18-7686

Plaintiffs/Appellants,

v.

**SETTLEMENT AGREEMENT AND
RELEASE**

City of St. Paul,

Defendant/Respondent.

This Settlement Agreement and Release is made by and between Appellants First Baptist Church of St. Paul, Krinkie Company, J. James Walsh, 475 Cleveland Assoc. LLC, Dart Transit, Midway Fuel, Eaton Street LLC, 2085 Capp Road LLC, 802 Prior, LLC, Church of St. Pascal Baylon, Bolander Real Estate LLC, R&M Holdings, Craig Thaemert & Affiliates, Le Auto, Dey Properties, Lethert Skwira, Schultz & Co., Kirtland Properties, LLC, Sewell Properties, LLC, Church of St. Mary, Short and Miller St. Paul, LLC, Lexington Convenience Properties, Town & Country Club, 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, Hillcrest Country Club, Soo Line Railroad, Nativity of Our Lord Church, Holy Spirit Church, Sacred Heart Church, St. Casimir Church, St. Cecilia Church, St. Francis de Sales Church, St. Patrick Church, St. Peter Claver Church, Rosanne LaBrasseur and Respondent City of Saint Paul.

WHEREAS, the above-listed Appellants filed an assessment appeal challenging their 2018 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 \$106,329.45, payable to "Ferdinand F. Peters, Esq. Law Firm Trust Account," in complete satisfaction of the 2018 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 2018 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

First Baptist Church of St. Paul

By: William England
(printed name)
Its: Pastor

W England

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Krinkie Company

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

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Carol Ann Lugg
Successor Trustee

J. James Walsh, Trustee
By: Carol Ann Lugg, Successor Trustee

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475 Cleveland Assoc. LLC

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

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Dart Transit

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

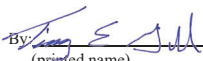
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Church of St. Pascal Baylon

By: Rev. John J. Mitchell 
(printed name)
Its: PASTOR
February 10, 2023

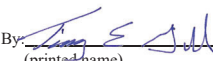
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Bolander Real Estate LLC

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: WWMML2cyTHvZ228AKGWEY9g
(Elaine Thaemert, Manager)

Dey Properties

By: 
ID: y7fmg6JfH4Cv25Dyqgcr48AA
(printed name) Peter Dey
Its: President

Lethert Skwira Schultz & Co.

By: 
ID: Y3W95DTcyTgY31WvH4AggumT
(printed name) Kenneth Kalina
Its: Partner

Kirtland Properties, LLC

By: 
(printed name)
Its: President

Sewell Properties, LLC

By: 7 Sewell
(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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Short and Miller St. Paul, LLC

By: Chris Short
(printed name)
Its: Owner

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Lexington Convenience Properties

By: Rowan S. Saatchi
(printed name)
Its: Owner

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Town & Country Club

By: 
(printed name) Robert White
Its: General Manager

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Upper Corner Venture

By: DAVID A. BROOKS
(printed name)
Its: David Brooks owner

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Mb Properties, LLC

By: David Brooks DAVID BROOKS
(printed name)
Its: owner

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Center Ice LLC

By: David Brooks DAVID BROOKS
(printed name)
Its: owner

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Charles Mccaan


Caroline Mccann

Mccann Developments

By: 
(printed name) Sandra Dascalos
Its: 

Warehouse Rentals

By: 
(printed name) Sandra Dascalos
Its: 

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: Tim RUTZICK
(printed name)
Its: OWNER
MANAGING PARTNER

188 Plato, LLC

By: Jim Rutzick
(printed name)
Its: JR OWNER

Minnesota Comm'l Railway

By: Michael E. Lebakken
(printed name) Michael E. Lebakken
Its: Co-President & CFO

Hillcrest Country Club

By: Tony Poole
(printed name)
Its: TP
Business Manager

Soo Line Railroad

By: Greg Koenig
(printed name) Greg Koenig
Its: Vice President of Finance
11/28/2022

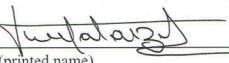
Nativity of Our Lord Church

By: 
(printed name) Laura Barr
Its: Parish Administrator

Holy Spirit Church

By: JUSTIN CARRICK 
(printed name)
Its: BUSINESS MANAGER

Sacred Heart Church

By:  Edison Galarza.
(printed name)
Its: Pastor 01/23/23

St. Casimir Church

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

St. Cecilia Church

By: John M. Hofstade
(printed name)

John M. Hofstade

Its: pastor

St. Francis de Sales Church

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

Its: Fr. James F. Adams ; Pastor

St. Patrick Church

By: Rev. Dwight C. Hoeberechts, omf
(printed name) Rev. Dwight C. Hoeberechts, omf

Its: Pastor

St. Peter Claver Church

By: Fr. Joseph Gifford
(printed name)

Its: Pastor Vice President

