

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between Bowl-Rite, Inc., d/b/a Midway Pro Bowl and the City of Saint Paul, Minnesota.

Recitals

- A. These recitals are part of the Agreement.
- B. Bowl-Rite, Inc., d/b/a Midway Pro Bowl (“Pro Bowl”) operated a bowling alley in space it leased at the Midway Shopping Center, located at 1556 University Avenue West (“Property”) in the City of Saint Paul, Minnesota (“City”).
- C. In 2017, Pro Bowl’s lease terminated and it moved out of the Property on or about September 27, 2017. In early 2018, Pro Bowl acquired a bowling alley in Apple Valley, Minnesota, and relocated its business there.
- D. Pro Bowl claims that it was displaced from the Property under circumstances that make it eligible for relocation assistance and benefits under the Minnesota Uniform Relocation Assistance Act, Minn. Stat. §§ 117.50 – 117.56 (“MURAA”). Pro Bowl engaged an experienced relocation attorney to make MURAA claims against the City, including but not limited to claims for self-move expenses (49 C.F.R. 24.301(d)(2)(i)), searching costs (49 C.F.R. 24.301(g)(17)), moving expense for bowling lanes and equipment (49 C.F.R. 24.301(d)(2)(i) and (g)(3)), website changes and replacement stationary (49 C.F.R. 24.301(g)(13)), and re-establishment expenses (49 C.F.R. 24.304) (collectively “Relocation Benefits”).
- E. The City denied that Pro Bowl was eligible for Relocation Benefits and commenced a contested case proceeding in the Office of Administrative Hearings entitled *In the Matter of Midway Pro Bowl Relocation Benefits Claim*, OAH 65-6020-35112. By order dated January 18, 2018, the administrative law judge held that Pro Bowl was not eligible for Relocation Benefits under MURAA.
- F. Pro Bowl appealed the administrative law judge’s decision and the matter is now pending in the Minnesota Court of Appeals, No. A19-0237 (“Appeal”).
- G. The City continues to deny that Pro Bowl is eligible for Relocation Benefits.
- H. The parties now desire to compromise and enter into a full and final settlement of all Pro Bowl’s claims for Relocation Benefits.

Agreement

NOW THEREFORE, in exchange for the mutual promises herein and other good and valuable consideration, the parties agree as follows:

1. Settlement Consideration. The City will pay Pro Bowl the sum of \$120,000.00 within 30 days of the final execution of this Agreement (“Settlement Payment”). The Settlement Payment shall be made by check made payable to “Morphew Law Office, PLLC” and mailed to Jon W. Morphew, Morphew Law Office, PLLC, 310 Fourth Avenue South, #5010, Minneapolis, MN 55415.
2. Release. Pro Bowl acknowledges that the terms of this Agreement constitute a full and final settlement of all matters in dispute with respect to Pro Bowl’s relocation from the Property. In exchange for the Settlement Payment, the sufficiency of which is hereby acknowledged, Pro Bowl, for itself, its successors and assigns, does hereby release any and all claims for eligibility to or payment of Relocation Benefits that it has made or could have made against the City, its agents and affiliates, arising from the termination of Pro Bowl’s lease at the Property and its move from the Property to another location.
3. Non-Admission. This Agreement represents the compromise of disputed claims. Nothing in this Agreement shall be deemed an admission that the City, its agents or affiliates, is liable for payment of Relocation Benefits. The City denies liability and maintains that the decision of the administrative law judge denying eligibility was correct.
4. Dismissal. The parties shall promptly execute and file a stipulation to dismiss the Appeal, as well as any other documents which may be required to effectuate the dismissal with prejudice of any and all legal claims pending on behalf of Pro Bowl against the City, its agents and affiliates.
5. Entire Agreement. The undersigned confirm that they have read this Settlement Agreement and Release, have reviewed the Agreement with their legal counsel, and know and understand its consequences and legal effect. The Settlement Agreement and Release contains the entire agreement of the parties.
6. Execution. The parties agree that this Settlement Agreement and Release may be executed in separate counterparts which, taken together, shall be and comprise one agreement. Once executed, a photocopy or electronically-scanned copy of this Settlement Agreement and Release shall be binding as an original
7. Authority. The persons signing this Settlement Agreement and Release in their representative capacities represent and warrant by signing this Agreement that it is their intent to bind their respective principals to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principals to such terms, and that it is the respective principals’ intent to be so bound.

[Remainder of page intentionally blank.]

Dated: March 20, 2020.

BOWL-RITE, INC., d/b/a
MIDWAY PRO BOWL

By:



~~Alan~~ Loth, President and CEO

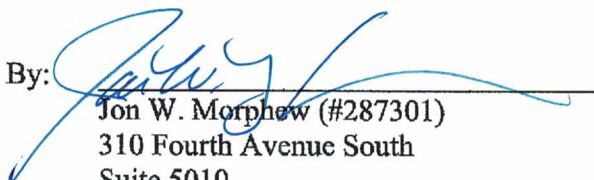
ALAN

Approved as to form and content:

MORPHEW LAW OFFICE, PLLC

Dated: March 20, 2020.

By:



Jon W. Morphey (#287301)

310 Fourth Avenue South

Suite 5010

Minneapolis, MN 55402

(612) 790-9189

Jon.morphey@gmail.com

Dated: March __, 2020.

CITY OF SAINT PAUL

By: _____

Its: _____

By: _____

Its: _____

Approved as to form and content:

SAINT PAUL CITY ATTORNEY'S OFFICE

Dated: March __, 2020.

By: _____
Rachel Tierney, Deputy City Attorney