



Marshall S. Lichty  
direct: 612.314.8004  
email: [marshall@entrepartnerlaw.com](mailto:marshall@entrepartnerlaw.com)

23 November 2015

Mai Vang  
Legislative Hearing Coordinator  
**CITY OF SAINT PAUL**  
**OFFICE OF THE CITY COUNCIL**  
310 City Hall  
15 West Kellogg Boulevard  
Saint Paul, Minnesota 55102-1615

**VIA EMAIL ONLY**  
([mai.vang@ci.stpaul.mn.us](mailto:mai.vang@ci.stpaul.mn.us))

**RE:** *Appeal for Property at 1623 York Avenue*

Dear Ms. Vang:

I write to update my letter dated 20 November 2015. In that letter, I advised you that we had undertaken efforts to formalize the eviction of the four tenants discussed at the hearing. Those efforts are now concluded. I attach for your review and file the fully-executed Lease Termination Agreements signed by Daniel Trahan, Gracelia Perez, Daniel Vadnais, and Dustin Vadnais each effective as of November 23, 2015.

Please contact me if you have any questions or issues.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Marshall S. Lichty', is positioned above the printed name.

Marshall S. Lichty

**Enclosures:** *Lease Termination Agreements*

## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (the "Agreement"), dated November 23, 2015 (the "Effective Date"), is made by and between JOHN SCHULTZ, an individual residing in the State of Minnesota (the "Landlord"), and DANIEL FRAHAN, an individual residing in the State of ~~MINNESOTA~~ (the "Tenant") (each, a "Party," and, taken together, the "Parties").

### RECITALS

The Parties enter into this Agreement with reference to the following facts:

- A. Landlord owns the property located at 1623 York Avenue in the City of Saint Paul, County of Ramsey, State of Minnesota (the "Property").
- B. Tenant and Landlord entered into a verbal agreement under which Tenant would pay to Landlord the sum of \$500. per month (the "Rent") in exchange for Landlord's agreement to permit Tenant to occupy the Property as a tenant (the "Lease Agreement").
- C. Under the Lease Agreement, Tenant occupied the Property. On occasion, Tenant paid Landlord certain sums of money as payment of Rent. The Parties acknowledge and agree that Tenant has not consistently paid Rent over the term of the Lease, that Rent is currently due and owing from Tenant to Landlord, and that Tenant is in default of the Lease Agreement.
- D. On November 3, 2015, the City of Saint Paul condemned the Property. Under that condemnation, no person, including Landlord and Tenant, is permitted to use the Property for human habitation unless and until the City of Saint Paul authorizes the habitation in writing.
- E. As of this Agreement's Effective Date, the City of Saint Paul has not authorized the Property for human habitation.
- F. Neither Landlord nor Tenant currently occupies the Property for human habitation.
- G. The Parties desire to terminate the Lease Agreement on the terms and conditions set forth in this Agreement.

### AGREEMENT

In consideration of the promises and other obligations described in this Agreement, the Parties hereto agree as follows:

#### 1. Termination of Lease.

Landlord and Tenant agree that the Lease Agreement will terminate effective as of November 23, 2015 (the "Termination Date"). On or before December 4, 2015, Tenant will, at Tenant's sole cost and expense, remove all of Tenant's personal property.

Tenant and Landlord will coordinate a mutually-agreable time prior to Dec. 16, 2015, 2015 to facilitate the return of Tenant's personal property.

**2. Security Deposit**

The Parties acknowledge and agree that Landlord is not holding a security deposit.

**3. Waiver and Release**

Subject to the obligations and restrictions set forth in this Agreement, Landlord and Tenant, and the successors and assigns of each of them, hereby release and forever discharge the other—and their agents, servants, representatives, predecessors, successors, attorneys, heirs, and assigns—of and from any and all existing claims, demands, obligations, actions, causes of action, or claimed rights and damages, costs, expenses, or compensation of any nature whatsoever, whether for compensatory or punitive damages, which Landlord or Tenant have, or which may hereinafter accrue or otherwise be acquired, on account of, or in any way arising out of, or which are related to the subject matter of this Agreement or the Lease Agreement and all related matters.

**4. Governing Law**

This Agreement will in all respects be interpreted, enforced, and governed by the laws of the State of Minnesota. To the extent allowed by law, each party waives any and all right to a trial by jury in any action or proceeding arising from or related to the Lease Agreement, the Property, or this Agreement.

**5. Cooperate in Facilitation**

Each Party agrees to execute any and all supplemental documents and to take all supplemental steps to the extent reasonably necessary to give full force and effect to the terms and intent of this Agreement.

**6. Signatures and Counterparts**

This Agreement may be signed in counterparts. A copy, facsimile copy, electronic copy, or signature transmitted by means of an electronic signature program will be considered as an original signature.

**7. Severability**

Should any portion of this Agreement be declared or determined by any court or arbitrator of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions will not be affected thereby and will remain in full force and effect, and the scope of the illegal or invalid part of this Agreement will be construed in the most limited extent necessary to make all other terms and provisions enforceable.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW ON THE NEXT PAGE.]

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND IT AND AGREE TO ANY AND ALL TERMS STATED THEREIN.

AGREED TO AS OF THIS AGREEMENT'S EFFECTIVE DATE:

LANDLORD: JOHN SCHULTZ

TENANT:

SIGNED:

John E. Schultz 11-21-15

SIGNED:

David Prater 11/21/15

## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (the "Agreement"), dated November 23, 2015 (the "Effective Date"), is made by and between JOHN SCHULTZ, an individual residing in the State of Minnesota (the "Landlord"), and Daniel Vadnais, an individual residing in the State of MN (the "Tenant") (each, a "Party," and, taken together, the "Parties").

### RECITALS

The Parties enter into this Agreement with reference to the following facts:

- A. Landlord owns the property located at 1623 York Avenue in the City of Saint Paul, County of Ramsey, State of Minnesota (the "Property").
- B. Tenant and Landlord entered into a verbal agreement under which Tenant would pay to Landlord the sum of \$ 200.00 per month (the "Rent") in exchange for Landlord's agreement to permit Tenant to occupy the Property as a tenant (the "Lease Agreement").
- C. Under the Lease Agreement, Tenant occupied the Property. On occasion, Tenant paid Landlord certain sums of money as payment of Rent. The Parties acknowledge and agree that Tenant has not consistently paid Rent over the term of the Lease, that Rent is currently due and owing from Tenant to Landlord, and that Tenant is in default of the Lease Agreement.
- D. On November 3, 2015, the City of Saint Paul condemned the Property. Under that condemnation, no person, including Landlord and Tenant, is permitted to use the Property for human habitation unless and until the City of Saint Paul authorizes the habitation in writing.
- E. As of this Agreement's Effective Date, the City of Saint Paul has not authorized the Property for human habitation.
- F. Neither Landlord nor Tenant currently occupies the Property for human habitation.
- G. The Parties desire to terminate the Lease Agreement on the terms and conditions set forth in this Agreement.

### AGREEMENT

In consideration of the promises and other obligations described in this Agreement, the Parties hereto agree as follows:

#### 1. Termination of Lease.

Landlord and Tenant agree that the Lease Agreement will terminate effective as of November 23, 2015 (the "Termination Date"). On or before December 4, 2015, Tenant will, at Tenant's sole cost and expense, remove all of Tenant's personal property.

Tenant and Landlord will coordinate a mutually-agreeable time prior to Dec 1 2015, 2015 to facilitate the return of Tenant's personal property.

**2. Security Deposit**

The Parties acknowledge and agree that Landlord is not holding a security deposit.

**3. Waiver and Release**

Subject to the obligations and restrictions set forth in this Agreement, Landlord and Tenant, and the successors and assigns of each of them, hereby release and forever discharge the other—and their agents, servants, representatives, predecessors, successors, attorneys, heirs, and assigns—of and from any and all existing claims, demands, obligations, actions, causes of action, or claimed rights and damages, costs, expenses, or compensation of any nature whatsoever, whether for compensatory or punitive damages, which Landlord or Tenant have, or which may hereinafter accrue or otherwise be acquired, on account of, or in any way arising out of, or which are related to the subject matter of this Agreement or the Lease Agreement and all related matters.

**4. Governing Law**

This Agreement will in all respects be interpreted, enforced, and governed by the laws of the State of Minnesota. To the extent allowed by law, each party waives any and all right to a trial by jury in any action or proceeding arising from or related to the Lease Agreement, the Property, or this Agreement.

**5. Cooperate in Facilitation**

Each Party agrees to execute any and all supplemental documents and to take all supplemental steps to the extent reasonably necessary to give full force and effect to the terms and intent of this Agreement.

**6. Signatures and Counterparts**

This Agreement may be signed in counterparts. A copy, facsimile copy, electronic copy, or signature transmitted by means of an electronic signature program will be considered as an original signature.

**7. Severability**

Should any portion of this Agreement be declared or determined by any court or arbitrator of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions will not be affected thereby and will remain in full force and effect, and the scope of the illegal or invalid part of this Agreement will be construed in the most limited extent necessary to make all other terms and provisions enforceable.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW ON THE NEXT PAGE.]

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND IT AND AGREE TO ANY AND ALL TERMS STATED THEREIN.

AGREED TO AS OF THIS AGREEMENT'S EFFECTIVE DATE:

LANDLORD: JOHN SCHULZ

TENANT:

SIGNED: John E. Schulz 11-21-15  
SIGNED: [Signature] 11-21-15

## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (the "Agreement"), dated November 23, 2015 (the "Effective Date"), is made by and between JOHN SCHULTZ, an individual residing in the State of Minnesota (the "Landlord"), and Dustin Michael Hedraus, an individual residing in the State of MM (the "Tenant") (each, a "Party," and, taken together, the "Parties").

### RECITALS

The Parties enter into this Agreement with reference to the following facts:

- A. Landlord owns the property located at 1623 York Avenue in the City of Saint Paul, County of Ramsey, State of Minnesota (the "Property").
- B. Tenant and Landlord entered into a verbal agreement under which Tenant would pay to Landlord the sum of \$ 0 per month (the "Rent") in exchange for Landlord's agreement to permit Tenant to occupy the Property as a tenant (the "Lease Agreement").
- C. Under the Lease Agreement, Tenant occupied the Property. On occasion, Tenant paid Landlord certain sums of money as payment of Rent. The Parties acknowledge and agree that Tenant has not consistently paid Rent over the term of the Lease, that Rent is currently due and owing from Tenant to Landlord, and that Tenant is in default of the Lease Agreement.
- D. On November 3, 2015, the City of Saint Paul condemned the Property. Under that condemnation, no person, including Landlord and Tenant, is permitted to use the Property for human habitation unless and until the City of Saint Paul authorizes the habitation in writing.
- E. As of this Agreement's Effective Date, the City of Saint Paul has not authorized the Property for human habitation.
- F. Neither Landlord nor Tenant currently occupies the Property for human habitation.
- G. The Parties desire to terminate the Lease Agreement on the terms and conditions set forth in this Agreement.

### AGREEMENT

In consideration of the promises and other obligations described in this Agreement, the Parties hereto agree as follows:

#### 1. Termination of Lease.

Landlord and Tenant agree that the Lease Agreement will terminate effective as of November 23, 2015 (the "Termination Date"). On or before December 4, 2015, Tenant will, at Tenant's sole cost and expense, remove all of Tenant's personal property.

Tenant and Landlord will coordinate a mutually-agreecable time prior to December 1<sup>st</sup>, 2015 to facilitate the return of Tenant's personal property.

**2. Security Deposit**

The Parties acknowledge and agree that Landlord is not holding a security deposit.

**3. Waiver and Release**

Subject to the obligations and restrictions set forth in this Agreement, Landlord and Tenant, and the successors and assigns of each of them, hereby release and forever discharge the other—and their agents, servants, representatives, predecessors, successors, attorneys, heirs, and assigns—of and from any and all existing claims, demands, obligations, actions, causes of action, or claimed rights and damages, costs, expenses, or compensation of any nature whatsoever, whether for compensatory or punitive damages, which Landlord or Tenant have, or which may hereinafter accrue or otherwise be acquired, on account of, or in any way arising out of, or which are related to the subject matter of this Agreement or the Lease Agreement and all related matters.

**4. Governing Law**

This Agreement will in all respects be interpreted, enforced, and governed by the laws of the State of Minnesota. To the extent allowed by law, each party waives any and all right to a trial by jury in any action or proceeding arising from or related to the Lease Agreement, the Property, or this Agreement.

**5. Cooperate in Facilitation**

Each Party agrees to execute any and all supplemental documents and to take all supplemental steps to the extent reasonably necessary to give full force and effect to the terms and intent of this Agreement.

**6. Signatures and Counterparts**

This Agreement may be signed in counterparts. A copy, facsimile copy, electronic copy, or signature transmitted by means of an electronic signature program will be considered as an original signature.

**7. Severability**

Should any portion of this Agreement be declared or determined by any court or arbitrator of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions will not be affected thereby and will remain in full force and effect, and the scope of the illegal or invalid part of this Agreement will be construed in the most limited extent necessary to make all other terms and provisions enforceable.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW ON THE NEXT PAGE.]

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND IT AND AGREE TO ANY AND ALL TERMS STATED THEREIN.

AGREED TO AS OF THIS AGREEMENT'S EFFECTIVE DATE:

LANDLORD: JOHN SCHULTZ

TENANT:

Dustin Valdez 11/21/15

SIGNED:

John E. Schultz

SIGNED:

Dustin Valdez 11/21/15

## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (the "Agreement"), dated November 23, 2015 (the "Effective Date"), is made by and between JOHN SCHULTZ, an individual residing in the State of Minnesota (the "Landlord"), and Gracelia Perez, an individual residing in the State of Minn. (the "Tenant") (each, a "Party," and, taken together, the "Parties").

### RECITALS

The Parties enter into this Agreement with reference to the following facts:

- A. Landlord owns the property located at 1623 York Avenue in the City of Saint Paul, County of Ramsey, State of Minnesota (the "Property").
- B. Tenant and Landlord entered into a verbal agreement under which Tenant would pay to Landlord the sum of \$ 400.00 per month (the "Rent") in exchange for Landlord's agreement to permit Tenant to occupy the Property as a tenant (the "Lease Agreement").
- C. Under the Lease Agreement, Tenant occupied the Property. On occasion, Tenant paid Landlord certain sums of money as payment of Rent. The Parties acknowledge and agree that Tenant has not consistently paid Rent over the term of the Lease, that Rent is currently due and owing from Tenant to Landlord, and that Tenant is in default of the Lease Agreement.
- D. On November 3, 2015, the City of Saint Paul condemned the Property. Under that condemnation, no person, including Landlord and Tenant, is permitted to use the Property for human habitation unless and until the City of Saint Paul authorizes the habitation in writing.
- E. As of this Agreement's Effective Date, the City of Saint Paul has not authorized the Property for human habitation.
- F. Neither Landlord nor Tenant currently occupies the Property for human habitation.
- G. The Parties desire to terminate the Lease Agreement on the terms and conditions set forth in this Agreement.

### AGREEMENT

In consideration of the promises and other obligations described in this Agreement, the Parties hereto agree as follows:

#### 1. Termination of Lease.

Landlord and Tenant agree that the Lease Agreement will terminate effective as of November 23, 2015 (the "Termination Date"). On or before December 4, 2015, Tenant will, at Tenant's sole cost and expense, remove all of Tenant's personal property.

Tenant and Landlord will coordinate a mutually-agreeable time prior to Dec. 10<sup>th</sup>, 2015 to facilitate the return of Tenant's personal property.

**2. Security Deposit**

The Parties acknowledge and agree that Landlord is not holding a security deposit.

**3. Waiver and Release**

Subject to the obligations and restrictions set forth in this Agreement, Landlord and Tenant, and the successors and assigns of each of them, hereby release and forever discharge the other—and their agents, servants, representatives, predecessors, successors, attorneys, heirs, and assigns—of and from any and all existing claims, demands, obligations, actions, causes of action, or claimed rights and damages, costs, expenses, or compensation of any nature whatsoever, whether for compensatory or punitive damages, which Landlord or Tenant have, or which may hereinafter accrue or otherwise be acquired, on account of, or in any way arising out of, or which are related to the subject matter of this Agreement or the Lease Agreement and all related matters.

**4. Governing Law**

This Agreement will in all respects be interpreted, enforced, and governed by the laws of the State of Minnesota. To the extent allowed by law, each party waives any and all right to a trial by jury in any action or proceeding arising from or related to the Lease Agreement, the Property, or this Agreement.

**5. Cooperate in Facilitation**

Each Party agrees to execute any and all supplemental documents and to take all supplemental steps to the extent reasonably necessary to give full force and effect to the terms and intent of this Agreement.

**6. Signatures and Counterparts**

This Agreement may be signed in counterparts. A copy, facsimile copy, electronic copy, or signature transmitted by means of an electronic signature program will be considered as an original signature.

**7. Severability**

Should any portion of this Agreement be declared or determined by any court or arbitrator of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions will not be affected thereby and will remain in full force and effect, and the scope of the illegal or invalid part of this Agreement will be construed in the most limited extent necessary to make all other terms and provisions enforceable.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW ON THE NEXT PAGE.]

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND IT AND AGREE TO ANY AND ALL TERMS STATED THEREIN.

AGREED TO AS OF THIS AGREEMENT'S EFFECTIVE DATE:

LANDLORD: JOHN SCHULTZ

TENANT:

SIGNED

*John E. Schultz* 11-21-15

SIGNED:

*Gracelia Perez*