

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Assessment Appeal

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475 Cleveland Assoc. LLC, et al.,  
Plaintiffs/Appellants,

Court File No. 62-CV-19-8125

v.

**SETTLEMENT AGREEMENT AND  
RELEASE**

City of St. Paul,

Defendant/Respondent.

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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  
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*Attorneys for Plaintiffs*

LYDNSEY M. OLSON  
City Attorney

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
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Assistant City Attorney  
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Saint Paul, MN 55102  
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*Attorneys for City of Saint Paul*

475 Cleveland Assoc. LLC

By: [Signature]  
(printed name) Gary Santoorjian

Its: VP Real Estate

Dart Transit Company

By: [Signature]  
(printed name) Gary Santoorjian

Its: VP Real Estate

Midway Fuel

By: [Signature]  
(printed name) Gary Santoorjian

Its: VP Real Estate

Eaton Street LLC

By: [Signature]  
(printed name) Gary Santoorjian

Its: VP Real Estate

2085 Capp Road LLC

By: [Signature]  
(printed name) Gary Santoorjian

Its: VP Real Estate

802 Prior LLC

By: [Signature]  
(printed name) Gary Santoorjian

Its: VP Real Estate

Krinkie Company

By: [Signature]  
(printed name) Philip Krinkie

Its: Managing Partner

Rose M. Walsh Trustee

By: [Signature]  
Carol Ann Lugg, Successor Trustee

Church of St. Pascal Baylon

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

Its: PASTOR

February 10, 2023

Bolander Real Estate LLC

By: *[Signature]*  
(printed name)

Its: CFO

R&M Holdings

By: *[Signature]*  
(printed name)

Its: CFO

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

By: *[Signature]*  
ID: NW0MLICJYTH20Z23BAGWZYG

(Elaine Thaemert, Manager)



Dey Properties

By: *Peter Dey*  
in 201909231002124509960464

(printed name) Peter Dey

Its: President

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Lethert Skwira, Schultz & Co.

By: *Kenneth Kalina*  
in 201909231002124509960464

(printed name) Kenneth Kalina

Its: Partner

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Kirtland Properties, LLC

By: *Richard Kirtland*  
in 201909231002124509960464

(printed name)

Its: President

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Sewell Properties, LLC

By: *F Sewell*  
in 201909231002124509960464

(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

Lexington Convenience Properties

By: Raymond Saadah  
(printed name)

Its: owner

Town & Country Club

By: Robert White  
(printed name) Robert White

Its: General Manager

Dawn and Gary H, LLC

By: GARY HUFFMAN  
(printed name) GARY HUFFMAN

Its: CEO

NJF Properties

By: Jeff Ulrich  
(printed name) Jeff Ulrich

Its: Chief Officer

Upper Corner Ventures  
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]

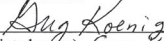
MANAGING PARTNER

Minnesota Comm'l Railway

By:   
(printed name) Michael E. Lebakken


Its: Co-President & CFO

Soo Line Railroad

By:   
(printed name) Greg Koenig


Its: Vice President of Finance  
1/28/2022

Nativity of Our Lord Church

By:   
(printed name) Laura Barr

Its: Parish Administrator

Holy Spirit Church

By:   
(printed name) Justin Carrick

Its: BUSINESS MANAGER


Holy Childhood Church

By: Fr. Philippe VIGNERON  
(printed name)

Its: Pastor in Solidum

St. Agnes Church

By: LEOMAR MORALES  
(printed name)   
(SIGN)

Its: PASTOR

St. Bernard Church

By: AROKIADOS Paji  
(printed name)

Its: PASTOR

Cathedral of St. Paul

By: Rev. Jan Lavel  
(printed name) Rev. Sam L. Uel

Its: Rector

Blessed Sacrament Church

By: Fr. Jimmy Puttanickal

(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: Daniel C. Haugan

(printed name) Daniel C Haugan

Its: Pastor

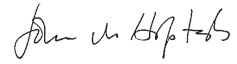


St. Casimir Church

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

St. Cecilia Church

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



St. Columba Church

By: Henry Nguyen  
(printed name) Henry Nguyen  
Its: Pastor



St. Francis de Sales Church

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



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 England  
(printed name)

Its: Pastor

W England

Christina Anderson

Christina Anderson & Simon Taghioff

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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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Kevin Fenelon

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Monica Carlson

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Matthew Russell

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*Mary Porter*  
Mary Porter

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*Thomas S. Hays*  
Thomas Hays

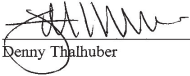
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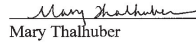
  
Tom Gallagher


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Samuel J. Varghese


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Denny Thalhuber

  
Mary Thalhuber

  
Caprice Glaser

  
John Pitera



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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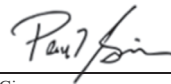
Lindsay Drenstedt (Nov 25, 2022, 16:06 CST)  
Lindsay Drenstedt

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Abbie S. Dea

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Pearl Bejblik, by Patricia Ann Dee, Successor



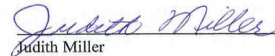
Paul Gieser

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Deanne Gieser




Judith Miller

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Arvold Properties LLC

By: NATHAN DEVAO   
(printed name)

Its: OWNER

  
Saul R. Sanchez Henriquez

  
America Jimenez de Tobar


  
Tina Lassahn

  
Tracy Arends

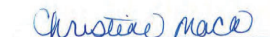
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Matthew Arends

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Brian Gove

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Christine Mack

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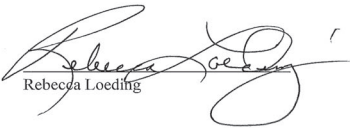
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Scott Schultz

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ESSE

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Ericka Schultz

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Rebecca Loeding

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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 Kosobayashi

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Darlene Heiskary

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Doug Swalboski

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Christopher Diekman

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Pamela Hovda

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John Mannillo

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Nick Fercello

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Gary Huffman

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Leonard Anderson  
Leonard Anderson

Michael Schumann  
Michael Schumann

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

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

Glacier Park Company

By: Mark Linado  
(printed name) MARK LINIADO

Its: Vice President & General Tax Counsel.

Burlington Northern, Inc.

By: Mark Linado  
(printed name) MARK LINIADO

Its: Vice President and  
General Tax Counsel.

Leaetta Hough  
© 91648420AM-CT02SPDM

Leaetta Hough

Terence G. O'Brien  
© 91648420AM-CT02SPDM

Terence G. O'Brien



 [Redacted]

Kristen H. O'Brien