

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Assessment Appeal

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Arvold Properties LLC, et al.,

Court File No. 62-CV-19-7414

Plaintiffs/Appellants,

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 Arvold Properties LLC, Saul R. Sanchez Henriquez and America R. Jimenez de Tobar, Tina Lassahn, Tracy and Matthew Arends, Brian Gove, Christine Mack, Scott and Ericka Schultz, Rebecca Loeding, Robert Batta, Brian J. Ludwig, Henry Schnitzer, Bethlehem Tegegne, Midway Commercial Building, LLC, Sisaneikoun Vang, Tom Kosobayashi, and Darlene Heiskary, and Respondent City of Saint Paul.

WHEREAS, the above-listed Appellants filed an assessment appeal challenging their 2018 SMSP charges and/or assessments for mill and overlay work (“M&O Work”) adjacent to 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 Repayment Amount shown in Paragraph 1 below, and performance of the other promises set forth 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 \$22,194.45. In addition, the City of St. Paul agrees not to pursue collection, via certification to property taxes or otherwise, of amounts the above-listed Appellants did not pay for charges that were or could have been challenged by their 2018 M&O Work assessment appeals in this case.

2. In consideration of the payment and the City of St. Paul ceasing collections as 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, and upon formal approval of this Settlement Agreement and Release by the City of St. Paul, 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

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FERDINAND F. PETERS, #157041  
BENJAMIN P. LOETSCHER, #0389037  
711 Smith Ave. S.  
Saint Paul, MN 55107  
Telephone: (651) 647-6250  
Email: [ferdpeters@ferdlaw.com](mailto:ferdpeters@ferdlaw.com)  
[bloetscher@ferdlaw.com](mailto: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](mailto:anissa.mediger@ci.stpaul.mn.us)  
*Attorneys for City of Saint Paul*

Arvold Properties LLC

By: NATHAN ARVOLD   
(printed name)

Its: OWNER


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Saul R. Sanchez Henriquez

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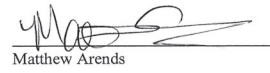
  
America R. Jimenez de Tobar

Page 7 – Arvold Settlement Agreement

  
Tina Lassahn

Page 8 – Arvold Settlement Agreement

  
Tracy Arends

  
Matthew Arends

  
Brian Gove

  
Christine Mack

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[Signature]

Scott Schultz

\_\_\_\_\_  
[Signature]

Ericka Schultz


\_\_\_\_\_  
[Signature]

Rebecca Loeding

\_\_\_\_\_  
[Signature]

Robert Batta

Brickhouse Companies LLC


By:   
(printed name) Henry Schnitzer

Its: Owner

BT

Bethlehem Tegegne

Midway Commercial Building, LLC

By:   
(printed name) Nell MCClung

Its: Property Manager

  
Sisaneoun Vang



Tom Kosobayashi

Tom Kosobayashi

Darlene Heiskary

Darlene Heiskary

Darlene Heiskary