

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between the City of Coon Rapids (“the City”) and 550 Associates LLP d/b/a Creekside Estates Manufactured Home Community a/k/a 550 Association Two (“Creek side Estates”) (collectively “the parties”).

WHEREAS, Creekside Estates owns the following four parcels in the City of Coon Rapids:

PID #23-31-24-13-0003

PID #23-31-24-43-0005

PID #23-31-24-43-0004

PID #23-31-24-42-0003

WHEREAS, the parcels comprise a manufactured home community.

WHEREAS, there are numerous manufactured homes on these parcels.

WHEREAS, Creekside Estates rents the land to the owners of the manufactured homes.

WHEREAS, between June 2013 and October 2013, the City issued citations against several manufactured home owners, as identified in Exhibit A.

WHEREAS, the fees or fines imposed by the citations were not paid.

WHEREAS, on January 21, 2014, the City levied assessments for the citations identified in Exhibit A.

WHEREAS, on February 26, 2014, Creekside Estates commenced an action in Anoka County against the City of Coon Rapids, entitled *550 Associates LLP d/b/a Creekside Estates Manufactured Home Community a/k/a 550 Association Two v. City of Coon Rapids, Minnesota*, Court File No. 02-CV-14-1003 (“the lawsuit”).

WHEREAS, Creekside Estates alleged in the lawsuit that the assessments constituted an unconstitutional taking, violated Minnesota Statutes, and violated Creekside Estates's right to due process.

WHEREAS, it is the mutual desire of the parties to resolve this matter amicably and to dispose of any and all claims, charges, and causes of actions that have been raised, or could have been raised, between the parties regarding the levied assessments for the citations identified in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City will reduce the assessment, currently in the amount of \$17,004.50 to \$11,500. Creekside Estates will be credited \$1,650, which has already been paid, yielding a net amount due of \$9,850.
2. Creekside Estates agrees to pay \$9,850 to the City within 20 days of the execution of this Agreement by all parties.
3. The parties agree to a dismissal of the lawsuit with prejudice and without an award of fees or costs to either party.
4. Creekside Estates will accept copies of notices and provide notices of lease or rule violations, where appropriate, to residents and will enforce said notices through court action where appropriate. This Agreement does not constitute an agreement or an admission on either party's part that Creekside Estates is or is not liable for its tenants' actions. The City reserves the right to assert future actions against Creekside, including future special assessments, to recover amounts expended in

the process of enforcing its ordinances. Creekside Estates reserves the right to object or contest such future assessments.

5. Creekside Estates represents that it has collected in total, less than \$11,500 in fees or fines from its tenants. Creekside agrees to pay to the City any further fees or fines it collects, including amounts that exceed the \$11,500 assessment.
6. Creekside Estates hereby releases the City, and all of its elected and appointed officials, attorneys, indemnitors, agents, employees, insurers (including the League of Minnesota Cities Insurance Trust), heirs, executors, and assigns, from all claims, demands, obligations, or actions, at law or equity, whether arising by statute, common law, or otherwise, related to the subject matter of the lawsuit. This release includes all claims for attorney fees or expenses related to the subject matter of the lawsuit.
7. The City hereby releases Creekside Estates, and all of its elected and appointed officials, attorneys, indemnitors, agents, employees, insurers, heirs, executors, and assigns, from all claims, demands, obligations, or actions, at law or equity, whether arising by statute, common law, or otherwise, related to the subject matter of the lawsuit. This release includes all claims for attorney fees or expenses related to the subject matter of the lawsuit.
8. Creekside Estates represents that it has been represented by counsel of its own choosing with respect to this Agreement, and all matters covered by and relating to it, and that it has been fully advised by counsel with respect to its rights. With respect to the execution of this Agreement, Creekside Estates represents that it fully understands its terms, and that it has signed it knowingly and voluntarily.

Creekside Estates states that it has relied only upon its own counsel's legal opinion, investigation, and analysis, and has not relied upon any factual or legal representation of the City's legal counsel.

9. The City represents that it has been represented by counsel of its own choosing with respect to this Agreement, and all matters covered by and relating to it, and that it has been fully advised by counsel with respect to its rights. With respect to the execution of this Agreement, the City represents that it fully understands its terms, and that it has signed it knowingly and voluntarily. The City states that it has relied only upon its own counsel's legal opinion, investigation, and analysis, and has not relied upon any factual or legal representation of Creekside Estates's legal counsel.
10. The parties agree that this Agreement is not an admission of liability or wrongdoing on behalf of the City, or any of its agents, elected or appointed officials, or employees.
11. The acceptance of the above-described consideration is a final and complete compromise between the parties, and there are no covenants, promises, undertakings, or understandings outside this Agreement regarding this matter.
12. This Agreement may be signed in counterparts, and each counterpart when signed shall have the efficacy of a signed original. Photographic and electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth opposite their respective signatures.

CREEKSIDE ESTATES

Dated: _____

By: _____

Its: _____

THE CITY OF COON RAPIDS

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its City Manager