

SETTLEMENT AGREEMENT

This is a binding Settlement Agreement (“Agreement”) made and entered into as of the 3rd day of November, 2020 by and between the City of Ramsey (“Ramsey”) on the one hand, and the State of Minnesota, by and through its Department of Transportation, (the “State”) on the other hand.

DEFINITIONS

1. “Lawsuit” means the served and filed lawsuit captioned *State of Minnesota, by and through its Department of Transportation v. Chase Holdings, LLC; Ramsey Jr. Partners, LLC; Mixmi Brands, Inc.; and City of Ramsey* with Anoka County District Court File Number 02-CV-20-2576.
2. “Party” means the parties to this Agreement, Ramsey and State, individually, and “Parties” means Ramsey and State, collectively.
3. “Barrier” means either jersey barriers or a split-rail fence.

RECITALS

WHEREAS, State has initiated the Lawsuit against Ramsey.

WHEREAS, the Parties desire to resolve the Lawsuit, on the terms stated herein, to avoid the uncertainties and costs associated with litigation.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and other terms set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Incorporation of Definitions and Recitals. The foregoing definitions and recitals are incorporated in this Agreement.
2. Placement of Barrier. Ramsey shall erect and maintain a Barrier around the parking spaces located south of Tract C on Registered Land Survey No. 151, which was recorded on November 15, 1994, with the Anoka County Registrar of Titles as document number 261926. The parking spaces to be fenced are located within State’s Trunk Highway 10 right of way as depicted on Plat 02-M6 recorded on December 14, 1979, with the Anoka County Recover as document number 541043. The Barrier must be placed in a way to ensure no vehicles may enter into the area within the Barrier.
3. Duration of Placement of Barrier. The Barrier erected by Ramsey pursuant to paragraph 2 shall remain around the parking spaces south of Tract C until such time as the Parties reach a subsequent agreement.

4. Dismissal of Lawsuit. After Ramsey has erected a Barrier around the parking spaces south of Tract C pursuant to paragraph 2, the Parties shall enter into a partial stipulation for the dismissal of the Lawsuit with prejudice pursuant to Minn. R. Civ. P. 41.01(a) to dismiss State's claims against Ramsey.

5. Acknowledgement of Adequate Consideration. The Parties hereby acknowledge and agree that the Agreement is supported by adequate consideration, and the Parties hereby waive any allegation, claim, and/or defense to the contrary.

6. Agreement Jointly Drafted. The Parties agree that this Agreement shall not be construed against either Party on the grounds that such Party drafted this Agreement, but shall be construed as if both Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not on that ground be interpreted against any one Party.

7. Advice of Counsel Obtained. Each Party acknowledges and represents that it has had the opportunity to consult with legal, financial, and other professional advisors as it deems appropriate in connection with its consideration and execution of this Agreement. Each Party further represents and declares that in executing this Agreement, it has relied solely upon its own judgment, belief, and knowledge, and the advice and recommendation of its own professional advisors, concerning the nature, extent, and duration of its rights and obligations.

8. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without giving effect to principles of conflicts of law thereof.

9. Severability. If any of the provisions, terms, or clauses contained in this Agreement are declared illegal, unenforceable, or ineffective, then the Parties agree to negotiate in good faith substitute provisions, terms, or clauses, that would have, to the maximum extent possible, identical effect and that would be enforceable.

10. Writing Required. This Agreement may not be altered or amended except in writing signed by the Parties or by order of a court of appropriate jurisdiction.

11. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts.

12. Authority To Execute Agreement. The Parties represent that they have the authority to enter into this Agreement.

13. Further Assurances. Each of the Parties agrees to execute and deliver any further documents or take any further acts which may be required to effectuate and/or carry out the terms of this Agreement.

14. Binding Effect. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns.

Other than as explicitly set forth in this Agreement, nothing in this Agreement is intended to, or does, create any rights in third parties.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have hereunder set their hands and entered into this Agreement on the day and year first written above.

Dated: November __, 2020

**State of Minnesota, by and through its
Department of Transportation**

By: _____

Its: _____

Dated: November __, 2020

City of Ramsey

By: _____

Its Mayor

and

Dated: November __, 2020

By: _____

Its City Administrator