

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

Larson Properties, LLC, and  
Citi-Cargo & Storage Company,  
Inc.,

Court File No: 02-CV-20-4529

Plaintiffs,

Judge: Jenny Walker Jasper

**SETTLEMENT AGREEMENT**

v.

City of Blaine,

Defendant.

WHEREAS, Plaintiffs brought the above-captioned action regarding property Plaintiffs own and operate at 1801 Radisson Road in the City of Blaine, Minnesota (the “Subject Property”); and,

WHEREAS, in this action, Defendant (the “City”) counterclaimed, alleging that Plaintiffs were using the Subject Property as an illegal, nonconforming use under the City’s zoning code by regularly storing more than three (3) semi-trailers and/or shipping containers on the outdoors of the Subject Property (the “Disputed Use”); and,

WHEREAS, Plaintiffs sought a declaratory judgment that the Disputed Use on the Subject Property was a legal, nonconforming use; and,

WHEREAS, the City sought an enforcement action of its zoning code to enjoin the Disputed Use on the Subject Property; and,

WHEREAS, Plaintiffs also alleged that the City had illegally and arbitrarily applied its zoning code in denying Plaintiffs' request for rezoning the Subject Property from I-2 to I-2A (the "Rezoning"); and,

WHEREAS, Plaintiffs and the City wish to resolve this case on mutually agreeable terms, IT IS HEREBY STIPULATED AND AGREED:

1. All parties have had opportunity to discuss this agreement with counsel.
2. At the time this agreement is executed, Plaintiffs immediately and unequivocally forfeit their claim asserted in this action that the Disputed Use on the Subject Property was a legal, conforming use. Plaintiffs expressly waive any rights Plaintiffs have or may have had to continue the Disputed Use as a legal nonconformity on the Subject Property.
3. For a period of eight years, commencing on January 1, 2022 and ending on December 31, 2029 (the "Term"), the City shall refrain from bringing any administrative actions, enforcement actions, and/or declaratory judgment actions against the Subject Property regarding the Disputed Use during the period of the Term.
4. Plaintiffs or any successors or assigns shall discontinue the Disputed Use on the Subject Property on or before December 31, 2029. If Plaintiffs or any successors or assigns fail to discontinue the disputed use by December 31, 2029, the City may institute any enforcement actions necessary to terminate and enjoin the Disputed Use on the Subject Property.
5. This agreement shall operate as a complete and unconditional defense to all administrative actions, enforcement actions, and/or declaratory judgment actions against the Subject Property regarding the Disputed Use during the period of the Term.
6. The parties agree that Plaintiffs shall have the right to continue the Disputed Use to the same extent (e.g. volume of storage and physical location of storage) as existed at the initiation of this lawsuit for the duration of the Term. Plaintiffs may not expand the Disputed Use during the Term.
7. The parties agree that Plaintiffs are not required to make any aesthetic changes to the Subject Property to continue the Disputed Use for the duration of the Term.
8. This agreement shall not operate to bar the City from enforcing all of its ordinances applicable to the Subject Property except as stated in paragraphs 3 and 4 of this agreement.
9. Plaintiffs agree to dismiss their claim in this action pertaining to the denied rezoning forthwith and the Rezoning request is hereby considered withdrawn.

10. Plaintiffs shall not assert or represent to any third party that the Disputed Use is a permitted use or a legal, nonconforming use on the Subject Property under the Blaine Zoning Code.
11. This agreement shall run with the land for the benefit of any grantees (and lessees) of the Subject Property for the duration of the Term.
12. If either party must bring suit to enforce the terms of this agreement, the prevailing party in that suit shall be entitled to its reasonable costs and attorneys' fees actually incurred in bringing said action.
13. The parties agree to each bear their own costs and attorney fees in this matter, with the exception of any suit arising as articulated in paragraph 12 above.
14. The City of Blaine shall record this agreement on the Subject Property with the Anoka County Recorder's Office.
15. This agreement may be signed by representatives of Plaintiffs and the City in counterparts.
16. The parties agree to cooperate in good faith to effectuate the terms of this agreement, including, but not limited to:
  - a. Timely submitting this agreement for approval by the full Blaine City Council;
  - b. Executing a stipulation for dismissal of the above-captioned action with prejudice.

**FOR THE PLAINTIFFS:**

**LARSON PROPERTIES, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[Notary Stamp]

**CITI-CARGO & STORAGE COMPANY, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[Notary Stamp]

**FOR THE DEFENDANT:**

**THE CITY OF BLAINE**

By: \_\_\_\_\_  
Tim Sanders, Mayor

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[Notary Stamp]

By: \_\_\_\_\_  
Michelle Wolfe, City Manager

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[Notary Stamp]