

**STATE OF MINNESOTA****DISTRICT COURT****RAMSEY COUNTY****SECOND JUDICIAL DISTRICT****Case Type: Eviction**IHCA Limited Partnership D/B/A  
Pathways on the Park

Plaintiff,

v.

Selina Duncan, Regina Taylor

Defendants.

**STIPULATION AND  
PROPOSED ORDER****File No: 62-HG-CV-20-747**

WHEREAS, on or about April 3, 2020, the Plaintiff, IHCA Limited Partnership D/B/A Pathways on the Park (the "Landlord") and Defendants, Selina Duncan and Regina Taylor (collectively, the "Tenants") executed a written lease (the "Lease") for the residential premises located at 170 Ruth Street North, Apartment #0304, St. Paul, Minnesota 55119 (the "Premises");

WHEREAS, on July 14, 2020, the Landlord filed the instant expedited eviction action in Ramsey County District Court against the Tenants, alleging breaches of the Lease and nonpayment of June 2020 and July 2020 rent;

WHEREAS, on July 21, 2020, this Court accepted the Landlord's expedited eviction filing and scheduled the matter for hearing on July 28, 2020;

WHEREAS, the Landlord and Tenants (collectively, the "Parties") desire to settle the above-captioned case amicably;

NOW THEREFORE, in consideration of the releases, covenants, and undertakings hereinafter set forth, it is agreed as follows:

1. Tenants will pay outstanding June 2020 and July 2020 rent, totaling \$1,094, on or by 4:30 p.m., Friday, July 31, 2020. Payment must be made with a money order.
2. Tenants will pay their pro-rated portion of August rent, totaling \$421.35, on or by 4:30 p.m., Saturday, August 1, 2020. Payment must be made with a money order.
3. Tenants will remove all of their personal possessions and all furniture, including furniture that was provided by Landlord, by 4:30 p.m. on Friday, August 21, 2020 (the "Vacate Date").

4. Tenants will leave the Premises in its pre-move-in condition, ordinary wear and tear excepted.
5. Tenants will return all keys to the Premises to Landlord on or by the Vacate Date.
6. Tenants will provide access to all inspections of the Premises by the St. Paul Department of Safety and Inspections (“DSI”).
7. In the event DSI orders Tenants to vacate the Premises earlier than the Vacate Date, the date ordered by DSI will apply and supersede the Vacate Date and Tenants shall vacate on or by the date ordered by DSI. All other terms of this Settlement Agreement shall remain in effect.
8. Tenants’ failure to comply with any of the terms outlined in the above paragraphs 1-7 will result in the Landlord’s immediate request that the Court issue a Writ of Recovery.
9. Landlord will file an Affidavit of Compliance with the Court to request an expungement of the expedited eviction action, and provide a neutral reference to prospective landlords and housing authorities, including the St. Paul Public Housing Agency, providing only dates of occupancy and amount of rent paid only if: (a) Tenants comply with the above paragraphs 1-7 and (b) Tenants owe no additional amounts, after application of their \$300 security deposit, to restore the Premises to its pre-move-in condition, ordinary wear and tear excepted.

This Agreement is entered into by the parties knowingly and voluntarily.

This Settlement Agreement may be executed in counterparts, by either an original signature or signature transmitted by facsimile or email transmission or other similar process. Facsimiled or emailed signatures shall have the same effect as original ones.

s/ Heather Meyers  
Heather Meyers  
Attorney #0390061  
Attorney for Plaintiff

July 28, 2020

Date

s/ Thomas Mueller  
Thomas Mueller  
Attorney #0399539  
Attorney for Tenant Selina Duncan

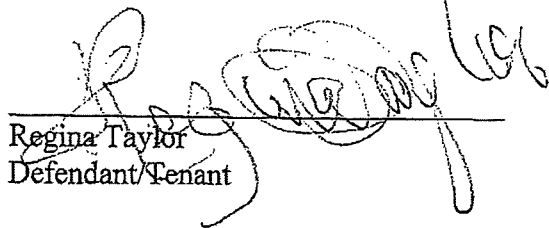
July 28, 2020

Date



Selina Duncan  
Defendant/Tenant

July-28-20  
Date



Regina Taylor  
Defendant/Tenant

July 29, 20  
Date

**ORDER**

Upon the agreement of Plaintiff IHCA Limited Partnership D/B/A Pathways on the Park and Defendants Selina Duncan and Regina Taylor, the Court approves the above Settlement Agreement as to content and form.

BY THE COURT:

Dated: \_\_\_\_\_  
Judge of the District Court