

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Court File No. 62-CV-13-7482

Corene Neal,

Plaintiff(s),

vs.

Carolyn Carter, John Doe, Jane Roe, ABC
Corporation and XYZ Partnership,

**SETTLEMENT AGREEMENT
AND RELEASE**

Defendant(s).

This Settlement Agreement and General Release (hereinafter called "Agreement") is made by and between Corene Neal (hereinafter called "Plaintiff") and Carolyn Carter (hereinafter called "Defendant").

WHEREAS, the Plaintiff is represented by Martin C. Melang, Esq., Burns & Hansen, P.A., 8401 Wayzata Boulevard Suite 300, Minneapolis, Minnesota 55426.

WHEREAS, the Defendant is currently under a Guardianship and Conservatorship through Ramsey County Court file no. 62-PR-12-83. Defendant is pro se in this matter. Defendant's Guardian is Jacqueline Steele, who is pro se in this matter. Defendant's Conservator is Lutheran Social Services, Inc. (hereinafter called "LSS"), who is represented by Daniel S. Kufus, Kufus Law, LLC, 1600 University Avenue West Suite 313, Saint Paul, Minnesota 55104.

WHEREAS, Herbert Darnell Steele, (hereinafter "Mr. Steele") is pro se in this matter.

WHEREAS, the Defendant is currently receiving benefits through Ramsey County and the Minnesota Department of Human Services.

WHEREAS, the Defendant is the fee simple owner of real property located at 1319/1321 Dayton Avenue, City of Saint Paul, County of Ramsey, State of Minnesota, legally described as:

Lot 19, John B. Hoxsie's Rearrangement of Block 4 of Anna E. Ramsey's Addition

Court File No. 62-CV-13-7482

to the City of St. Paul, Ramsey County, Minnesota. (hereinafter called "Homestead")

WHEREAS, the Homestead has been occupied as two separate units. The Defendant had resided in the upper floor of the Homestead (hereinafter called "Upper Unit") and the Plaintiff has resided in the first floor of the Homestead (hereinafter called "Lower Unit") The Defendant has since moved into a nursing home and no longer resides in the Upper Unit.

WHEREAS, the Plaintiff served a lawsuit entitled *Corene Neal v. Carolyn Carter, John Doe, Jane Roe, ABC Corporation and XYZ Partnership*, in which the Plaintiff asserted claims against Defendant arising out of ownership and tenancy of the Homestead.

WHEREAS, Defendant denies any claims of wrongdoing; and

WHEREAS, the parties hereto are desirous of resolving all disputes between or among them, including disputes or potential disputes which have been or which might have been set forth in the above described lawsuit; and

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants and provisions contained in this Settlement Agreement and General Release, the parties hereto, with the advice of legal counsel and each intending to be legally bound for themselves and their successors, heirs and assigns, together with any predecessor, affiliate, partnership or other business entity and the agents, employees, officers, owners, partners, successors and assigns thereof, or any person or entity in privity with them, do hereby agree and declare as follows:

1. **Life Estate.** The Plaintiff is awarded a life estate in the Lower Unit of the Homestead. If Plaintiff moves out of the Lower Unit for longer than one (1) month the life estate shall be extinguished. A copy of this Settlement Agreement and Release shall be recorded by Plaintiff with the Ramsey County Recorder's Office evidencing said transfer. The Plaintiff shall be responsible for the utilities for the Lower Unit, and the property taxes and homeowners insurance for the Homestead subject to the provisions in paragraph 2.
2. **Upper Unit.** For the preservation of the Homestead the Defendant's grandson, Mr. Steele shall have a right of first refusal to reside in the Upper Unit of the apartment. If Mr. Steele resides in the Upper Unit, he shall be responsible for utilities for the Upper Unit, and one-half of the property

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Court File No. 62-CV-13-7482

taxes for the Homestead, and one-half of the homeowners insurance for the Homestead

3. **Repairs to Homestead.** For the preservation of the Homestead Mr. Steele may make reasonable repairs to the Homestead. After the satisfaction of the Lien described in paragraph 5, and any closing and/or realtor costs, Mr. Steele shall be reimbursed out of any remaining proceeds from the sale of the Homestead, if any, for any materials purchased that benefit the Homestead. Any reimbursement will be limited to materials that benefited both the Lower Unit and the Upper Unit, including but not limited to roof repairs, garage repairs, structural repairs, etc.
4. **Existing Tax Obligation.** The Homestead currently has owed \$11,463.52 (hereinafter "Back Taxes") in back property taxes owed to Ramsey County through March 2015. The Homestead is subject to forfeiture in 2017 if the Back Taxes are not satisfied in full. The parties shall use the date of April 1, 2017 as the forfeiture date (hereinafter "Forfeiture Date"). The parties have agreed that to satisfy the back taxes Plaintiff shall pay \$5,371.76 towards the Back Taxes prior to the Forfeiture Date. Mr. Steele shall pay \$5,371.76 towards the Back Taxes prior to the Forfeiture Date. The Defendant shall have no liability for the Back Taxes.

In the event either Mr. Steele or Plaintiff have to advance the other's portion of the Back Taxes to avoid forfeiture, they may do so and the other party agrees to confess a judgment for any of their portion the other party paid.
5. **Lien.** The Minnesota Department of Human Services lien recorded November 21, 2013 shall continue to run with the property as described above, up to the amount paid on behalf of Defendant for any Medical Assistance. The Lien may not be collected until the extinguishment of Plaintiff's life estate described in paragraph 1.
6. **Sale of Homestead.** After the death of Plaintiff or the extinguishment of her life estate the home shall be put up for sale. Mr. Steele shall have a right of first refusal to purchase the Homestead for fair market value. If Mr. Steele purchases the Homestead he shall not be eligible for the reimbursements outlined in paragraph 3.

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Court File No. 62-CV-13-7482

7. **Proceeds from Sale of Homestead.** Any remaining proceeds from the sale of the Homestead, after the satisfaction of the lien from paragraph 5, the possible reimbursement for repairs from paragraph 3, and any closing and or realtor costs, shall be divided evenly between the Plaintiff (or her estate) and the Defendant (or her estate)
8. **Dismissal of Lawsuit.** Upon execution of this Agreement, the Plaintiff shall dismiss the lawsuit against the Defendant with prejudice, and without costs to either party.
9. The Minnesota department of human services and Ramsey county's participation in this settlement does not prelude any potential future recoveries under Minnesota estate recovery programs not previously reimbursed to the department of human services. This document is not applicable to eligibility determinations of Medicaid coverage.
10. **Plaintiff's Release.** By signing this Agreement and in exchange for the covenants and promises set forth herein, the Plaintiff, on behalf of herself, her successors, administrators and assigns hereby unconditionally releases and discharge the Defendant, its agents, employees, assigns, insurers, and legal representatives, and all of them from all claims of any kind the Plaintiff has or has had, whether known or unknown, whether in law or in equity, whether liquidated or not, including but not limited to all claims arising out of ownership of the Homestead.
11. **Non-Admission.** The parties hereto recognize and agree that this Agreement does not constitute any admission by the Plaintiff or Defendant of any violation of any federal, state or local statute or principle of common law, or that either has engaged in any wrongdoing. Both the Plaintiff and Defendant deny any wrongdoing and that they are entering into this Agreement to avoid any further expensive litigation.
12. **Assignability.** The parties agree that the obligations, duties and rights established by this Agreement shall not be assignable by either party without the prior written consent of the other or Order of the Court.
13. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the law of the State of Minnesota, without regard to conflict of laws provisions.

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Court File No. 62-CV-13-7482

14. **Savings Clause.** The parties agree that the scope and terms of this Agreement are reasonable and that it is the parties intent and desire that this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such a determination to edit the invalid or unenforceable provision to allow this Agreement, and the provisions thereof, to be valid and enforceable to the fullest extent allowed by law.
15. **Voluntary and Knowing Action(s).** The parties acknowledge that they have been advised in writing hereby to consult an attorney regarding the terms of this Agreement and that they have had the opportunity to be represented by their own attorneys. The Guardian has been advised of her right to seek counsel and has executed a separate waiver of counsel attached hereto. The parties acknowledge that they have read and understand the terms of this Agreement with full knowledge of its implications.
16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior contemporaneous agreements or understandings, written or oral, between the parties pertaining to the subject matter thereof. This Agreement becomes the complete and final agreement of the parties when all parties have signed and dated the Agreement. After the Agreement becomes final, any subsequent amendments or agreements between the parties shall be unenforceable, unless the parties agree to such amendment or agreement in separate writing executed by all parties to the original agreement.
17. **Drafting.** Any ambiguities in this Settlement Agreement and Release shall not be construed against the drafter.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement and General Release to be executed on the date set forth below.

Dated: _____

CN JS DS

Court File No. 62-CV-13-7482

Corene Neal

Subscribed and sworn to before me
this _____ day of _____, 2015

Notary Public

Holly Understock
Holly Understock of Lutheran Social Services,
as Conservator for Carolyn Carter

Subscribed and sworn to before me
this 13th day of Jan, 2015



[Signature]
Notary Public

Jacqueline Steele
Jacqueline Steele,
as Guardian for Carolyn Carter

Subscribed and sworn to before me
this 10th day of March, 2015



Laurie Johnson
Notary Public

[Signature]
Herbert Darnell Steele,

Subscribed and sworn to before me
this 11th day of March, 2015

[Signature] [Signature]
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Court File No. 62-CV-13-7482

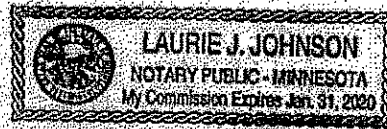
any way, represent me in this proceeding. I understand that Martin C. Melang of Burns & Hansen, P.A., is acting solely as counsel for Plaintiff and he does not, in any way, represent me in this proceeding.

3. I understand that an attorney would be helpful in determining issues contained in the attached Settlement Agreement and Release, however, I specifically decline to so retain independent counsel.

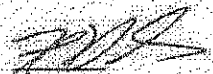

Herbert Darnell Steele

Subscribed and sworn to before me
This 16th day of March 2015.


Notary Public



Document Drafted by:
Daniel S. Kufus
Kufus Law, LLC
1600 University Avenue West Suite 313
Saint Paul, Minnesota 55104
Telephone (651)645-9359


CN JS DS

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

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WHEREAS, the Plaintiff served a lawsuit entitled Corone Neal v. Carolyn Carter, John Doe, Jane Roe, ABC Corporation and XYZ Partnership, in which the Plaintiff asserted claims against Defendant arising out of ownership and tenancy of the Homestead.

WHEREAS, Defendant denies any claims of wrongdoing; and

WHEREAS, the parties hereto are desirous of resolving all disputes between or among them, including disputes or potential disputes which have been or which might have been set forth in the above described lawsuit; and

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants and provisions contained in this Settlement Agreement and General Release, the parties hereto, with the advice of legal counsel and each intending to be legally bound for themselves and their successors, heirs and assigns, together with any predecessor, affiliate, partnership or other business entity and the agents, employees, officers, owners, partners, successors and assigns thereof, or any person or entity in privity with them, do hereby agree and declare as follows:

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Court File No. 62-CV-13-7482

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C. A.
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Court File No. 62-CV-13-7482

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9. The Minnesota department of human services' and Ramsey county's participation in this settlement does not preclude any potential future recoveries under Minnesota estate recovery programs not previously reimbursed to the department of human services. This document is not applicable to eligibility determinations of Medicaid coverage.
10. **Plaintiff's Release.** By signing this Agreement and in exchange for the covenants and promises set forth herein, the Plaintiff, on behalf of herself, her successors, administrators and assigns hereby unconditionally releases and discharge the Defendant, its agents, employees, assigns, insurers, and legal representatives, and all of them from all claims of any kind the Plaintiff has or has had, whether known or unknown, whether in law or in equity, whether liquidated or not, including but not limited to all claims arising out of ownership of the Homestead.
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C.M.
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Court File No. 62-CV-13-7482

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15. **Voluntary and Knowing Action(s).** The parties acknowledge that they have been advised in writing hereby to consult an attorney regarding the terms of this Agreement and that they have had the opportunity to be represented by their own attorneys. The Guardian has been advised of her right to seek counsel and has executed a separate waiver of counsel attached hereto. The parties acknowledge that they have read and understand the terms of this Agreement with full knowledge of its implications.
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17. **Drafting.** Any ambiguities in this Settlement Agreement and Release shall not be construed against the drafter.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement and General Release to be executed on the date set forth below.

Dated: March 12, 2015

C. H. JS DS
CN JS DS

Court File No. 62-CV-13-7482

Corene E. Neal
Corene Neal

Subscribed and sworn to before me
this 12th day of March, 2015

Tracey Elizabeth Loyd
Notary Public



Holly Understock of Lutheran Social Services,
as Conservator for Carolyn Carter

Subscribed and sworn to before me
this _____ day of _____, 2015

Notary Public

Jacqueline Steele,
as Guardian for Carolyn Carter

Subscribed and sworn to before me
this _____ day of _____, 2015

Notary Public

Herbert Darnell Steele,

Subscribed and sworn to before me
this _____ day of _____, 2015

C.M. _____ _____
CN JS DS

