

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Housing

Court File No.62-HG-CV-21-80

Apogee Properties, LLC,
A Minnesota Limited Liability Company
Plaintiff,

SETTLEMENT AGREEMENT

v.

Alyssa Goodman, Jonah Her, Darrell
Goodman, Angel Madley, John Doe and Jane
Doe,

Defendants.


Chad D. Lemmons, as attorney for Plaintiff Apogee Properties LLC, a Minnesota limited liability company, and Darrell Goodman, individually, hereby agree to the following terms of settlement. For the purpose of this settlement agreement, the word Property shall mean and refer to real property and improvements thereon located at 58 Lawson Ave. W. St. Paul, MN.

1. That Plaintiff, Apogee Properties LLC, to dismiss, without prejudice, the above matter and will agree to an Order from the Court expunging this action from District Court records. Said dismissal and expungement is subject to the following conditions:
 - A. That Darrell Goodman will complete all the repairs set forth on the deficiency list received by Plaintiff from the City of St. Paul. Said deficiency list has been provided by Plaintiff to Mr. Goodman. These repairs will be completed at the expense of Mr. Goodman. Mr. Goodman will not be responsible for any electrical or plumbing repairs set forth on the deficiency list.
 - B. All repairs set forth in paragraph A, except for electrical and plumbing, shall be completed by the inspection date set by the City of St. Paul. Presently the inspection date is April 23, 2021. If the City agrees to extend that date, then Mr. Goodman will have the additional time to complete the repairs set forth in paragraph A of this agreement.
 - C. In consideration of Mr. Goodman satisfying the requirements set forth in paragraphs A and B above, he will have the right to occupy the Property rent free until May 31, 2021. If all the repairs, except for electrical and plumbing, set forth in paragraph A hereof are completed by May 31 he shall have the right to continue occupation of the Property until the Plaintiff has closed on sale of the Property.


- D. While Mr. Goodman is not required to pay money rent, nonetheless he is responsible to pay the electrical and water utility bills as they come due. Those bills will be paid within five (5) days of the due date set forth on the bills.
 - E. The only persons allowed to occupy this Property shall be Darrell Goodman and his son.
 - F. Mr. Goodman understands that the Plaintiff intends to sell the Property. He will cooperate and not interfere with any effort to sell the Property. This includes any inspections of the Property made by potential buyers or potential realtors.
 - G. There should be no further complaints filed or made to the St. Paul police department regarding the Property. This includes both written complaints, telephone complaints, and emailed complaints.
2. If Darrell Goodman breaches any of the conditions set forth above, the Plaintiff upon filing with the Court an affidavit setting forth the terms of the Complaint, shall have the right to immediate issuance of a writ of recovery.

This agreement represents the entire understanding between the Plaintiff and Darrell Goodman. That all their prior oral or written agreements are hereby declared null and void.

Dated: April 20, 2021


Chad D. Lemmons #125039
Attorney for Plaintiff
2350 Wycliff Street, Suite 200
St. Paul, MN 55114

Dated: April 20, 2021


Darrell Goodman