

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF SCOTT

FIRST JUDICIAL DISTRICT

Case Type: Condemnation

City of Shakopee, a Minnesota
municipal corporation,

Court File No. 70-CV-23-15155

Petitioner,

vs.

**STIPULATION OF SETTLEMENT
(PARCEL 3)**

Brett Krawiecki; et al.,

Respondents.

THIS STIPULATION OF SETTLEMENT (“Stipulation”) is made by and between Petitioner City of Shakopee (“City”), Respondents Brett Krawiecki and Luke Krawiecki (“Owners”), and Respondent Bell Bank Inc., a North Dakota corporation (“Bell Bank”).

RECITALS

1. The following recitals are a part of the parties’ Stipulation.
2. City has commenced the above-captioned action (“Condemnation Action”) to acquire certain easements for its project designated as the Eagle Creek Boulevard and Vierling Drive Intersection Improvement Project, CIF-20-014 for the construction of a multi-lane roundabout, pedestrian improvements, stormwater management, public utility reconstruction, and relocation of overhead utilities in the area of the intersection of Eagle Creek Boulevard and Vierling Drive in the City of Shakopee (“Project”).
3. Owners are the fee owners of the real property identified as Parcel 3 (the “Property”) on Exhibit A to the Court’s Findings of Fact, Conclusions of Law, and Order Granting Petition, Authorizing Payment or Deposit, and Transfer of Title and Right of Possession filed

January 19, 2024 (“Condemnation Order”). An excerpt from **Exhibit A** pertaining to the Property is attached.

4. **Exhibit A** identifies Mortgage Electronic Registration Systems, inc., as nominee for Bell Bank as having a mortgagee interest in the Property.

5. The City commenced this condemnation action to acquire permanent and temporary easements over portions of the Property (“Taking”) as legally described in **Exhibit A**.

6. The City has deposited the sum of \$39,600.00 with the Scott County District Court, in payment of its approved appraisal of value for the Taking and the Project (the “Deposit”).

7. The City, the Owners, and Bell Bank have reached a full and final settlement and compromise of the matters in dispute in this Condemnation Action.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the parties stipulate and agree as follows:

1. **Settlement Consideration.** The City, Owners, and Bell Bank agree to settlement of all claims arising from the Taking and the Project for a cash payment of \$69,000.00 (“Settlement Amount”).

2. **Other Considerations.** The parties agree to the following additional terms:

- a. The Owners acknowledge that they will not have to relocate as a result of the Project.
- b. The Owners and Bell Bank acknowledge that the Settlement Amount includes the applicable statutory appraisal reimbursement, if any.

3. **Payment of Settlement Amount.** Within 15 business days after the date that the last party executes this Stipulation, the City shall pay the Settlement Amount by check made payable to Owners and delivered to the Owners at 3088 Eagle Creek Boulevard, Shakopee, MN

55379. Owners agree to provide W-9's and any other paperwork reasonably necessary for the payment.

4. **Deposit.** The Owners and Bell Bank assign to the City all their right, title, and interest in the Deposit. The City may apply to the Court at any time for disbursement to the City of the Deposit, together with any interest that has accrued thereon, without further notice to the Owners or Bell Bank. The City, the Owners, and Bell Bank agree to the entry of a Court order directing disbursement to the City alone of the Deposit, together with any interest that has accrued thereon.

5. **Full and Final Compromise.** The terms and conditions of this Stipulation constitute a full and final compromise of all claims that were or could have been raised in the Condemnation Action with respect to the Taking and the Project, including claims for just compensation, statutory damage remedies, interest, fees, and costs. In consideration of the Settlement Amount and other terms and conditions of this Stipulation, the Owners and Bell Bank waive and release any and all claims they may have against the City in connection with the Condemnation Action. The Owners and Bell Bank waive any and all rights to further notices, viewings, or hearings regarding this action.

6. **Condemnation Action.** After payment of the Settlement Amount, the City will file a Final Certificate in this action with respect to the Property and record a discharge of lis pendens with respect to the Property.

7. **Costs.** Each party shall bear its own costs (including legal fees) incurred in connection with the Condemnation Action and the settlement thereof. The City will pay all filing and recording fees in connection with this settlement.

8. **Entire Agreement.** The undersigned confirm that each has read this Stipulation, and that each knows and understands its consequences and legal effect. This Stipulation contains the entire agreement of the parties with respect to the Condemnation Action.

9. **Execution.** The parties agree that this Stipulation may be executed in separate counterparts which, taken together, shall be and comprise one agreement.

10. **Authority.** Any person signing this Stipulation in a representative capacity represents and warrants by signing this Agreement that it is the signer's intent to bind the principal being represented to the terms and conditions of this Agreement, that the signer has been authorized to bind the principal to the terms and conditions, and that it is the intent of the principal to be so bound.

[Remainder of page intentionally blank.]

OWNERS' SIGNATURE PAGE

BRETT KRAWIECKI

Dated: _____, 2024

By: _____

LUKE KRAWIECKI

Dated: _____, 2024

By: _____

BELL BANK SIGNATURE PAGE

BELL BANK, INC.

Dated: _____, 2024

By: _____

Its: _____

CITY'S SIGNATURE PAGE

CITY OF SHAKOPEE

Dated: _____, 2024

By: _____
Bill Reynolds
City Administrator

Dated: _____, 2024

KENNEDY & GRAVEN, CHARTERED

By: _____
Peter G. Mikhail (#0249907)
Joshua P. Weir (#0402328)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
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Attorneys for Petitioner City of Shakopee

EXHIBIT A

EXHIBIT A

Definitions

The easements described in this Exhibit A have the following scope:

- a. **A Permanent Roadway and Utility Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any of the following public improvements: public roadway, trail, sidewalk and all other public right of way improvements; street lights; traffic sign, signal or other traffic control devices; retaining walls; sanitary sewer; storm sewer; water main; power, gas, and communications facilities; pipes, conduits, culverts, and other utilities; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Roadway and Utility Easement.
- b. **A Permanent Drainage and Utility Easement** includes the right of the Petitioner, its employees, contractors and agents, to locate, construct, reconstruct, operate, maintain, inspect, alter, and repair within the described easement any of the following public improvements: underground water facilities; stormwater treatment facilities; surface drainageways and ponds; sanitary sewer; storm sewer; water main; power, gas, and communications facilities; pipes, conduits, culverts, and other utilities; together with the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Drainage and Utility Easement.
- c. **A Temporary Construction Easement** includes the right of the Petitioner, its employees, contractors, and agents to enter upon the described easement area at all reasonable times to perform any and all actions reasonably necessary in connection with the construction of the Project, including without limitation: cut, trim or remove any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interferes with the Petitioner's construction activities; remove or deposit earthen materials and regrade the surface of the land; install and remove erosion control protection fencing; store and remove equipment and supplies as necessary for the construction of the Project; and restore disturbed areas as provided in the plans and specifications for the Project.

Parcel 3:

Property Identification No.: 279080691; Abstract

Property Address: 3088 Eagle Creek Boulevard, Shakopee, MN 55379

Legal Description of the Property:

That part of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 8, Township 115, Range 22, Scott County, Minnesota described as follows:

Beginning at the most easterly corner of HAUER'S 4TH ADDITION as on file and of record in the office of the County Recorder, which is the intersection of the easterly right of way line of Vierling Drive (13th Ave.) and a line parallel with the centerline of County Road No. 16 (Eagle Creek Blvd.) and distant 50.00 feet southwesterly therefrom; thence on an assumed bearing of South 60 degrees 35 minutes 30 seconds East along said parallel line a distance of 175.00 feet; thence South 37 degrees 21 minutes 00 seconds West a distance of 268.47 feet; thence North 60 degrees 35 minutes 30 seconds West parallel with said centerline a distance of 175.00 feet to the easterly right of way line of Vierling Drive; thence northeasterly along said right of way line a distance of 269.33 feet to the point of beginning.

("Property").

Legal Description of the Takings:

Permanent Roadway and Utility Easement

A perpetual easement for roadway and utility purposes over, under, across and through the part of the Property described as follows:

Commencing at the most easterly corner of the Property; thence North 60 degrees 35 minutes 30 seconds West, assumed bearing, along the northeasterly line of the Property a distance of 68.85 feet to the beginning of said perpetual easement; thence northwesterly 86.49 feet along a non-tangential curve concave to the southwest having a radius of 258.50 feet and a central angle of 19 degrees 10 minutes 11 seconds, the chord of said curve bears North 81 degrees 18 minutes 50 seconds West; thence westerly 33.66 feet along a compound concave to the south having a radius of 55.50 feet and a central angle of 34 degrees 45 minutes 07 seconds to the northwesterly line of said described property; thence northeasterly along said northwesterly line a distance of 45.82 feet to the most northerly corner of the Property; thence South 60 degrees 35 minutes 30 seconds East, along said northeasterly line a distance of 106.15 feet to the point of beginning.

Permanent Drainage and Utility Easement

A 10.00 foot perpetual easement for drainage and utility purposes over, under, across and through the part of the Property described as follows:

Said perpetual easement lies southwesterly, southerly, southeasterly and adjacent to the following described line and its extensions. Said line is described as beginning at the most easterly corner of the Property; thence North 60 degrees 35 minutes 30 seconds West, assumed bearing, along the northeasterly line of the Property a distance of 68.85 feet; thence northwesterly 86.49 feet along a non-tangential curve concave to the southwest having a radius of 258.50 feet and a central angle of 19 degrees 10 minutes 11 seconds, the chord of said curve bears North 81 degrees 18 minutes 50 seconds West; thence westerly 33.66 feet along a compound concave to the south having a radius of 55.50 feet and a central angle of 34 degrees 45 minutes 07 seconds to the northwesterly line of the Property; thence southwesterly along the northwesterly line of the Property a distance of 223.50 feet to the most westerly corner of the Property and there terminating.

Temporary Construction Easement

A temporary easement for construction purposes over, under, across and through the Southeasterly 3.00 feet of the Northwesterly 13.00 feet of the Southwesterly 20.00 feet of the Property.

Said temporary easement to expire August 31, 2025.

Said takings are subject to public easements, restrictions and reservations of record, if any.

Names and Description of Interests to be Acquired

Name	Nature of Interest
Brett Krawiecki	Fee Owner
Luke Krawiecki	Fee Owner
Mortgage Electronic Registration Systems, Inc., as nominee for Bell Bank	Mortgagee Doc. No. A1085498
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Possible Unknown Real Property Interest Owners

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to encumber all interests owned by the named respondents in the above-described real estate.

