

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Agreement”) is hereby entered into by and between Eldon E. Larson and Donna Larson (“the Larsons”), and the City of Red Wing, a municipal corporation under the laws of Minnesota (“City”).

RECITALS

WHEREAS, the City commenced a condemnation action in Goodhue County District Court, Case No. 25-CV-22-2347 (the “Condemnation Action”), to acquire property located in Red Wing, Minnesota pursuant to its power of eminent domain;

WHEREAS, as part of its Condemnation Action, the City sought to acquire certain property interests owned by the Larsons, which are identified in Exhibit A to the petition filed in the Condemnation Action and re-identified in Exhibit A to this Settlement Agreement;

WHEREAS, the parties wish to avoid the time and expense of court and commissioners’ hearings, and therefore wish to resolve the issue of just compensation pursuant to this Agreement.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Transfer of Property Interests.** The Larsons shall execute the warranty deed attached hereto as Exhibit B. The City shall pay all fees and state deed tax owed for the recording of the deed with the Goodhue County Recorder’s office. The City shall also pay the second half property taxes due in 2023 for the property in the amount of \$3,001.00.
- 2. Payment.** Upon receipt of the conveyance documents described in Paragraph 1, the City agrees to pay the Larsons two hundred sixty-five thousand and no/100 dollars (\$265,000.00) for its taking of the property interests described in Exhibit A.
- 3. Full and Final Compensation.** The Larsons acknowledge and agree that the compensation provided pursuant to this Agreement is the full and final compensation for the City’s acquisition of the property interests described in Condemnation Action, including but not limited to just compensation damages, appraisal costs, attorney’s fees, interest, and any other costs. The Larsons hereby waive and release any right to pursue additional compensation for the City’s takings (as described in the Condemnation Action) through condemnation proceedings or through a separate legal action.
- 4. Dismissal of Condemnation Action.** The parties hereby agree to take all steps necessary to dismiss the Condemnation Action, including entering into a Stipulation for Dismissal. The Stipulation is attached hereto as Exhibit C.

5. **Entire Agreement.** This Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the property interests described herein. There are no verbal or written side agreements that change this Agreement.

6. **Execution in Counterparts.** This Agreement may be executed by the parties in counterparts so that the collection of counterparts shall constitute a fully executed and enforceable agreement. A facsimile copy of any execution of a counterpart shall have the same force and effect as if the same were an original.

7. **Electronic Signatures.** Electronic signatures shall have the same force and effect as if the signature were an original.

PROPERTY OWNERS

Eldon E. Larson

Date

Donna Larson

Date

CITY OF RED WING

Mike Wilson, Mayor

Date

Teri Swanson, City Clerk

Date

Kay Kuhlmann, Council Administrator

Date

Exhibit A

Property Description:

Eldon E. Larson and Donna Larson
P.I.D. No. 55.706.0020

Nature of Interest to be Acquired:

Right-of-Way
Temporary Easement

Legal description of Interests to be Acquired:

Right-of-Way

Parcel 7 as shown on CITY OF RED WING RIGHT OF WAY PLAT NO. 9,
Goodhue County, Minnesota.

Temporary Easement

TE7 as shown on CITY OF RED WING RIGHT OF WAY PLAT NO. 9,
Goodhue County, Minnesota.

Names of known parties interested in the above-described land and nature of interest:

Fee Owners: Eldon E. Larson and Donna Larson

Taxing Authority: County of Goodhue

Exhibit B

Warranty Deed

Exhibit C

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF GOODHUE

FIRST JUDICIAL DISTRICT

City of Red Wing,

Case Type: Condemnation
Court File No.: 25-CV-22-2347

Petitioner,

v.

**JOINT STIPULATION
AND ORDER FOR DISMISSAL
WITH PREJUDICE**

Eldon E. Larson and Donna Larson; County
of Goodhue; and all other persons unknown
claiming any right, title, estate, interest, or
lien in the real estate described herein.

Respondents.

The above-entitled action having been fully compromised and settled,

IT IS HEREBY STIPULATED that the parties, through their undersigned counsel, do execute this stipulation based on the full compromise of the claims herein, and do stipulate that the matter be dismissed with prejudice with each party bearing its own costs and disbursements.

**SQUIRES, WALDSPURGER &
MACE, P.A.**

Dated: _____

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**ATTORNEYS FOR PETITIONER CITY
OF RED WING**

MOSS & BARNETT

Dated: _____

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**ATTORNEY FOR RESPONDENTS
ELDON E. LARSON AND DONNA
LARSON**