

PUBLICNOTICES

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage:

Mortgagor: Leslie Phipps, a married man and Jane Phipps, husband and wife
Mortgagee: Vision Financial & Home Mortgage

Dated: 04/01/2004
Recorded: 04/13/2004
Scott County Recorder
Document No. A 651918

Assigned To: W M C Mortgage Corporation
Dated: 04/01/2004
Recorded: 04/13/2004
Scott County Recorder
Document No. A 651919

Assigned To: Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2004-WMC2

Dated: 04/02/2014
Recorded: 04/14/2014
Scott County Recorder
Document No. A956481
Transaction Agent: N/A
Transaction Agent Mortgage ID No: N/A

Lender or Broker: Vision Financial & Home Mortgage
Servicer: Ocwen Loan Servicing, LLC - RR

Mortgage Originator: Vision Financial & Home Mortgage

LEGAL DESCRIPTION OF PROPERTY: The E 1/2 of Lot 2, All of Lot 3, The W 1/2 of Lot 4, All In Block 53, Belle Plaine Townsite, Scott County, Minnesota. Commonly Known As: 515 West Court Street, Belle Plaine, MN, 56011.

This is Abstract Property.
TAX PARCEL NO.: 200011441
ADDRESS OF PROPERTY: 515 West Court Street Belle Plaine, MN 56011
COUNTY IN WHICH PROPERTY IS LOCATED: Scott
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: 159,600.00

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: 133,526.85

That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: August 5, 2014, 10:00 AM

PLACE OF SALE: Scott County Sheriff's Office, Civil Unit, 301 Fuller Street S., City of Shakopee

to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within 6 Months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property redeemed under Minnesota Statutes section 580.23 is February 5, 2015 at 11:59 p.m. If the foregoing date is a Saturday, Sunday or legal holiday, then the date to vacate is the next business day at 11:59 p.m.

MORTGAGOR(S)RELEASED

FROM FINANCIAL OBLIGATION ON MORTGAGE: NONE

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

Dated: May 28, 2014
Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2004-WMC2, Assignee of Mortgagee

PETERSON, FRAM & BERGMAN, P.A.

By: Michael T. Oberle, Ben I. Rust, Jonathan R. Cuskey, Michael V. Schleisman, Tracy J. Halliday

Attorneys for: Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2004-WMC2, Assignee of Mortgagee

55 East Fifth Street, Suite 800
St. Paul, MN 55101-1718
651-209-7599

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

(Published in the Shakopee Valley News on Thursday, June 12, 19, 26, and July 3, 10, 17, 2014; No. 5523)

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage:

DATE OF MORTGAGE: December 15, 2005

MORTGAGOR: Andrea Odenwald, a married person.
MORTGAGEE: Mortgage Electronic Registration Systems, Inc..

DATE AND PLACE OF RECORDING: Recorded December 23, 2005 Scott County Recorder, Document No. A724871.

ASSIGNMENTS OF MORTGAGE: Assigned to: The Bank of New York Mellon, FKA The Bank of New York, as successor in interest to JPMorgan Chase Bank, N.A., as Trustee for Bear Stearns Asset Backed Securities, Bear Stearns ALT-A Trust, Mortgage Pass-through Certificates, Series 2006-2. Dated May 20, 2010 Recorded May 27, 2010, as Document No. A854461; and by Document Dated March 26, 2012 Recorded April 10, 2012 as Document No. A902863.

TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.

TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: 100220710000104733

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: Maribella Mortgage, LLC

RESIDENTIAL MORTGAGE SERVICER: Select Portfolio Servicing, Inc.

MORTGAGED PROPERTY ADDRESS: 805 & 805 1/2 3rd Avenue East, Shakopee, MN 55379
TAX PARCEL ID.#: 270040661

LEGAL DESCRIPTION OF PROPERTY: Lot 1, Block 11, East Shakopee, Scott Count, Minnesota.

COUNTY IN WHICH PROPERTY IS LOCATED: Scott

ORIGINAL PRINCIPAL

AMOUNT OF MORTGAGE: \$151,410.00

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$215,735.40

That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: July 31, 2014 at 10:00 AM

PLACE OF SALE: Sheriff of Scott County, Civil Unit, 301 South Fuller Street, Shakopee, MN

to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07.

TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23 is 11:59 p.m. on February 2, 2015, unless that date falls on a weekend or legal holiday, in which case it is the next weekday, and unless the redemption period is reduced to 5 weeks under MN Stat. Secs. 580.07 or 582.032.

MORTGAGOR(S)RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None

"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."

Dated: May 30, 2014
The Bank of New York Mellon f/k/a The Bank of New York

Mortgagee/Assignee of Mortgagee
USSET, WEINGARDEN AND LIEBO, P.L.L.P.
Attorneys for Mortgagee/Assignee of Mortgagee
4500 Park Glen Road #300
Minneapolis, MN 55416
(952) 925-6888
38-14-003245 FC

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.
(Published in the Shakopee Valley News on Thursday, June 19, 26 and July 3, 10, 17, 24, 2014; No. 5527; No. 5527)

NOTICE

The Shakopee Police Dept. is posting the following list of found property in efforts to identify the owners. If anyone has any ownership information associated with the following items, please contact earlson@shakopee.mn.gov. After two weeks the surplus items will be auctioned or destroyed.

Item(s) Brand Model Color
Cell phone Samsung Boost
Cell phone Samsung

Jewelry Gold
Blue bag with tokens
Ladies wallet Tri-fold Teal
Cell phone Samsung
Key ring with 4 keys Ford fob
Men's wallet Eel skin Black
Debit Card Wells Fargo
4 keys on lanyard
Men's wallet
Credit card Visa
Men's wallet White skull on front
Black
Key ring with 3 keys Ford fob
US Bank Card
Ladies wallet Nine West Black
Camcorder Aiptek White
Purse Prada Black
Rifle scope Tasco 3x9x40
Football cards NFL Box
Men's watch Rolex Silver
Digital recorder Memorex
Tranformers DVD
3 Tire gauges
Pick-up Bed liner Black
Boards of electric outlets
Fuse panel
Wiring, extension cords, light fixtures
12 horticulture light bulbs
(Published in the Shakopee Valley News on Thursday, June 26 and July 3, 10, 2014; No. 5534)

to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within 6 Months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property redeemed under Minnesota Statutes section 580.23 is February 19, 2015 at 11:59 p.m. If the foregoing date is a Saturday, Sunday or legal holiday, then the date to vacate is the next business day at 11:59 p.m.

MORTGAGOR(S)RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: NONE

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

Dated: June 20, 2014
Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, Assignee of Mortgagee

PETERSON, FRAM & BERGMAN, P.A.
By: Michael T. Oberle, Ben I. Rust, Jonathan R. Cuskey, Michael V. Schleisman, Tracy J. Halliday

Attorneys for: Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, Assignee of Mortgagee
55 East Fifth Street, Suite 800
St. Paul, MN 55101-1718
651-209-7599

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.
(Published in the Shakopee Valley News on Thursday, June 26 and July 3, 10, 17, 24, 31, 2014; No. 5535)

State of Minnesota
County of Sibley

District Court
Judicial District: First
Court File Number: 72-FA-14-48
Case Type: Dissolution without Children Summons
(X) Without Real Estate

In Re the Marriage of:
Tanya Velazquez de Chinas
Name of Petitioner
And
Luis Adolfo Chinas Santoyo
Name of Respondent

THE STATE OF MINNESOTA TO THE ABOVE-NAMED RESPONDENT:

WARNING: YOUR SPOUSE (HUSBAND OR WIFE) HAS FILED A LAWSUIT AGAINST YOU FOR DISSOLUTION OF YOUR MARRIAGE. A COPY OF THE PAPERWORK REGARDING THE LAWSUIT IS SERVED ON YOU WITH THIS SUMMONS. THIS SUMMONS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE.

1. The Petitioner (your spouse) has filed a lawsuit against you asking for dissolution of your marriage (divorce). A copy of the Petition for Dissolution of Marriage is attached to this

Summons.

2. You must serve upon Petitioner and file with the court a written Answer to the Petition for Dissolution of Marriage, and you must pay the required filing fee. Answer forms are available from the court administrator's office. You must serve your Answer upon Petitioner within thirty (30) days of the date you were served with this Summons, not counting the day of service. If you do not serve and file your Answer, the court may give your spouse everything he or she is asking for in the Petition for Dissolution of Marriage.

OR (X) This proceeding does not involve real property.

NOTICE OF TEMPORARY RESTRAINING PROVISIONS
Under Minnesota law, service of this summons makes the following requirements apply to both parties to the action, unless they are modified by the court or the proceeding is dismissed:

(1) Neither party may dispose of any assets except (a) for the necessities of life or for the necessary generation of income or preservation of assets, (b) by an agreement of the parties in writing, or (c) for retaining counsel to carry on or to contest this proceeding.

(2) Neither party may harass the other party.

(3) All currently available insurance coverage must be maintained and continue without change in coverage or beneficiary designation.

(4) Parties to a marriage dissolution proceeding are encouraged to attempt alternative dispute resolution pursuant to Minnesota law. Alternative dispute resolution included mediation, arbitration and other processes as set forth in the district court rules. You may contact the court administrator about resources in your area. If you cannot pay for mediation or alternative dispute resolution, in some counties, assistance may be available to you through a nonprofit provider or a court program. If you are a victim of domestic abuse or threats as defined in Minnesota Statutes, Chapter 518B, you are not required to try mediation and you will not be penalized by the court in later proceedings.

IF YOU VIOLATE ANY OF THESE PROVISIONS, YOU WILL BE SUBJECT TO SANCTIONS BY THE COURT.
Dated: 04-30-2014
Tanya Velazquez de Chinas
(Published in the Shakopee Valley News on Thursday, June 26, July 3 and 10, 2014; No. 5540)

NOTICE OF MORTGAGE FORECLOSURE SALE
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NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage:

DATE OF MORTGAGE: December 6, 2005
MORTGAGOR: Corey A Ecklund and Anne M Ecklund, husband and wife.
MORTGAGEE: Mortgage Electronic Registration Systems, Inc..

DATE AND PLACE OF RECORDING: Recorded December 14, 2005 Scott County Recorder, Document No. A723654.

ASSIGNMENTS OF MORTGAGE: Assigned to: U.S. Bank National Association as Trustee for JPM ALT 2006-A2. Dated February 23, 2009 Recorded March 5, 2009, as Document No. A819337.

TRAINS

► continued from 1

train speed limit to 29 mph, the trains can move freight faster. A train speed limit of 30 mph would require a pedestrian fence, which the city thinks would be a big hindrance especially in the downtown.

In April, Loney presented some preliminary research to the City Council regarding the establishment of a quiet zone. Getting rid of the horn and increasing the speed limit would mean that each crossing would have to have increased safety measures such as flashing lights and gates at every crossing.

But the problem with adding gates and flashing lights to all crossings in the quiet zone is the cost. Installation of one set of four quadrant gates with flashing lights and a motion sensor can cost nearly \$1 million, with at least \$4,000 in annual maintenance on top of that, Loney said.

Another option that would increase safety is to permanently close crossings — an option of which the city is wary.

“We want to keep closures to a minimum,” said Councilor Matt Lehman at the June meeting.

Two additional issues concerned the City Council, and Lehman in particu-

lar. With recent explosions caused from oil tankers derailed in northern Minnesota and Canada, the council wanted assurances regarding the safety of hazardous materials before any speed increase is agreed upon. In addition, Lehman wanted the engineering study to include an examination of the effect increased speed will have on foundations of the buildings and homes near the tracks.

It may be years before the quiet zone is established, but the City Council agreed sending the letter is a good first step.

“This is the opening volley,” said Councilor Jay Whiting.

City Council approves overnight road construction

On July 1, the Shakopee City Council suspended a section of city code in order to allow overnight construction on weeknights and Saturdays. By allowing the overnight construction, the projects will be completed much faster, according to a city memo.

The two projects will occur:

■ Beginning July 13, crews will be allowed to work overnight from 10 p.m. to 6 a.m. on weeknights paving 17th Avenue between Marschall

Road and Sarazin Street. The project is expected to last one week. Scott County requested the extension in order to avoid traffic and expedite work.

■ The contractor of the Marschall Road/Vierling Drive improvement project will be allowed to work from 7 a.m. to 9 p.m. Monday through Friday, and 7 a.m. to 5 p.m. on Saturdays. Work began this week and will continue through October.

The City Council passed the measure unanimously.

CROSSING

► continued from 1

Highway 41 typically has reopened slightly faster. Twice it has reopened in only 10 days (1997, 2010). The longest Highway 41, which connects Chaska to Scott County, remained closed is 25 days in the spring of 2001.

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PUBLIC SERVICE ANNOUNCEMENT

PUBLICNOTICES

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water connection charge is \$4,738 per SAC unit, in 2014.

Mayor Tabke discussed the problem with large WAC and SAC charges with regard to small business starting up. He's asking if there is a way to spread those charges out over time.

7.F. Franchise Agreements with Other Utilities

The City made the decision to not impose the proposed franchise fees with the other electric utilities, but SPUC continues to provide contribution to Shakopee. Mr. Crooks provided the history of the yearly contributions and the value of the fee services provided to Shakopee since 2000. Mr. Crooks is suggesting that the City reconsider imposing franchise fees. Mayor Tabke stated that he would like to add franchise fees to a future workshop.

7.G. Utility Rates for Electric and Water

Commissioner Mars stated that SPUC's water rates are some of the lowest among neighboring communities. He also said that the electric rates are somewhat more complicated than a simple comparative analysis. He discussed SPUC's rates in comparison to Xcel Energy rates are significantly lower. Another comparison is SPUC's rates within Minnesota Municipal Power Agency. SPUC rates are competitively even with having the same wholesale company.

Moved by Kathi Mocol and seconded by Matt Lehman to recess for a break. Vote : Motion carried 5-0.

Workshop Discussion

8.A. Revisions to City Code Section 11.60, Subdivision 9, Tree Management Regulations- Ord. No. 883(A, B) (Tabled from April 15, 2014).

Council also asked staff to bring back two choices: 1. Exempt commercial/industrially-zoned properties from the provisions of the tree management ordinance. 2. Exempt commercial/industrially-zoned properties from the provisions of the tree management ordinance but exempt commercial/industrial to a certain point. Bring back options for Council to consider, including if the developer wants to save trees, those would be applied to the end-users landscaping plan as credit. Also consider changing the percentage of trees which are permitted to remain, and address changes in quality of trees.

Moved by Matt Lehman, seconded by Kathi Mocol Tabled to May 20, 2014. Vote: 5 - 0 Carried

8.B. Revisions to City Code Section 11.60, Subdivision 8, Landscaping Requirements- Ord.

No. 884 (A,B) (Tabled from April 15, 2014).

Moved by Matt Lehman, seconded by Kathi Mocol to table to May 20, 2014. Vote: 5 - 0 Carried

8.C. Natural Resources Corridor Design Criteria Amendment - Res. No. 7442 (Tabled from April 15, 2014).

Moved by Matt Lehman, seconded by Kathi Mocol to table to May 20, 2014. Vote: 5 - 0 Carried

8.D. Presentation of City Staff Six Month Special Projects and Initiative Plan.

Moved by Kathi Mocol, seconded by Jay Whiting moved to adopt the Special Projects and Initiatives document for June - December 2014. Vote: 5 - 0 Carried

Adjourn to May 20, 2014 at 7:00 p.m. Moved by Kathi Mocol, seconded by Mike Luce. Vote: 5 - 0 Carried

Julie A. Linnihan
Finance Director/City Clerk
Kim Weckman
Recording Secretary
(Published in the Shakopee Valley News on Thursday, July 10, 2014; No. 5559)

TOWNSHIP OF LOUISVILLE COUNTY OF SCOTT, STATE OF MINNESOTA FILING FOR CANDIDACY FOR UPCOMING OPEN POSITIONS

Any person interested in filing for candidacy for the upcoming open positions in Louisville Township may do so during the filing period beginning on Tuesday, July 29, 2014 at 9:00 AM and ending on Tuesday, August 12, 2014 at 5:00 PM. A candidate for office must file an Affidavit of Candidacy. Minnesota Affidavit of Candidacy forms may be obtained from Cheryl Doucette, Louisville Township Clerk. Affidavits must be signed, notarized and delivered in person to Cheryl Doucette, Louisville Township Clerk during the filing period. Township filing fee is \$2.

Open positions for the November 4, 2014 elections are:

- Supervisor B for a four-year term
- Treasurer for a four-year term

Respectfully submitted,
Cheryl Doucette
Louisville Township Clerk
14341 Johnson Memorial Drive
Shakopee, MN 55379
(952) 445-8715

(Published in the Shakopee Valley News on Thursday, July 10, 2014; No. 5560)

INVITATION FOR BIDS 2014 BITUMINOUS TRAIL IMPROVEMENT PROJECTS Project No. 2013-3 & 2014-7

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Council for the City of Shakopee, Minnesota, until 10:00 A.M. on Tuesday, July 29, 2014, at which time bids will be opened, for construction of the following: **PROJECT NO'S. 2013-3 & 2014-7, 2014 Bituminous Trail Improvement Projects.** Approximate Major Quantities Include:

- Clearing and Grubbing 34 TREE
- Type SP 9.5 Wearing Course 712 TON
- Aggregate Base Class 5 (100% crushed) 939 C.Y.
- Common Excavation 2400 C.Y.
- Modular Block Retaining Wall 435 S.Y.
- Stone Retaining Wall 550 SQ. FT.
- 36" HDPE Pipe Culvert 120 LIN. FT.
- Wire Fence Design 42V-9322 350 LIN. FT
- Erosion Control Blanket CAT 3 6500 S.Y.
- Landscaping LUMP SUM

Bids shall be submitted at the office of the City Clerk, City Hall, 129 South Holmes Street, Shakopee, Minnesota 55379 (952-233-9300). Bids must be sealed and the envelope clearly marked on the outside that it is a bid for this improvement.

Complete digital project bidding documents are at www.questcdn.com. Download the digital plan documents for \$20 by inputting Quest project #3418589 on the website's Project Search Page. Optional paper copies of the bidding documents may be obtained at the office of the City of Shakopee Engineering Department, 500 Gorman Street, Shakopee, Minnesota 55379 (952) 233-9369 upon payment of \$50 for each (non-refundable) set. If ordering plans by mail, requests should be sent to City of Shakopee, 129 Holmes Street South, Shakopee, Minnesota 55379.

Each bid shall be accompanied by a bid bond, cash deposit, certified bank letter of credit, or certified check made payable to the City of Shakopee, Minnesota, in the amount of five percent (5%) of the total bid amount, as a guarantee that the bidder will enter into the proposed contract within the time specified and at the price bid. No bids may be withdrawn for a period of forty-five (45) days from the date of opening of bids.

Proposal forms, specifications, plans and other contract documents are available for review at the City of Shakopee, 500 Gorman Street, Shakopee,

MN 55379, and at the office of WSB & Associates, Inc., 701 Xenia Avenue S., Suite 300, Minneapolis, MN 55416. Proposal forms, specifications, plans and other contract documents can be also requested by mail or purchased, upon receipt of a non-refundable deposit of \$50 for each contract package to the office of WSB & Associates, Inc., 701 Xenia Avenue S., Suite 300, Minneapolis, MN 55416.

The City Council of the City of Shakopee reserves the right to reject any or all bids, to waive any defects or technicalities in bidding, and to determine whether a bid is responsive or non-responsive. The City Council further reserves the right to make a bid award to the lowest and most responsible bidder as determined by the City Council.

Published by authority of the City Council of Shakopee, Minnesota the 1st day of July, 2014.

City Clerk
CITY OF SHAKOPEE
(Published in the Shakopee Valley News on Thursday, July 10 and 17, 2014; No. 5561)

NOTICE OF SHERIFF'S MORTGAGE FORECLOSURE SALE BY PUBLIC AUCTION

Name of Mortgagor: Ridge Creek I, Inc.
Name of Mortgagee: Western Bank
Original Principal Amount Secured by the Mortgage: \$1,850,000.00
Date and Recording Information of Mortgage: September 17, 2007; that certain Mortgage dated September 17, 2007, executed by Ridge Creek I, Inc. as Mortgagor, to Western Bank as Mortgagee, securing the original principal amount of \$1,850,000.00 and recorded in the Scott County Recorder's Office on September 19, 2007, as Doc. No. A 783494.

Amount Due as of July 1, 2014: \$1,917,554.15 (which includes, without limitation, principal, interest, late charges, attorneys' fees, and costs, all of which will continue to accrue).

Legal Description of Property: Parcel A: The Southwest One-quarter of the Northeast One-quarter (SW ¼ NE ¼); the Southeast One-quarter of the Northeast One-quarter (SE ¼ NE ¼), EXCEPTING the Easterly Five Hundred Ninety-one and seventy-five one hundredth (591.75) feet thereof, all in Section Fourteen (14), Township One Hundred Fifteen (115) Range Twenty-two (22), Scott County, Minnesota.

Parcel B: That part of the West ½ of the Southeast ¼

of Section 14, Township 115, Range 22, lying Northerly of the North right of aw line of County Road No. 16, EXCEPTING THEREFROM the West 410 fee thereof, AND ALSO EXCEPTING THEREFROM the North 467 feet of the East 467 feet.

Parcel C: The North 467 feet of the East 467 feet of the West Half of the Southeast Quarter (W ½ of SE ¼) of Section 14, Township 115, Range 22, Scott County, Minnesota

together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters;

and all equipment, fixtures, and other articles of personal property now or hereafter owned by Ridge Creek I, Inc., and now or hereafter attached or affixed to the property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the property.

Common Addresses and Tax Parcel Identification Numbers of Property:

The real property has a common address of 7301 Eagle Creek Boulevard, Shakopee, Minnesota 55379. The tax parcel identification numbers are 27-914010-0, 27-914001-1, and 27-914001-2.

Mortgage Origination And Servicer Information:

There is no servicing agent. The Mortgagee did originate the loan. There is no transaction agent. Western Bank's address is 2711 NE County Hwy 10, Mounds View, MN 55112. A person with knowledge of the loans and the Mortgage can be reached at 651-290-7867 or through the undersigned.

Time, Place, and Manner of Sale: 10:00 a.m. on Thursday August 28, 2014, at the Scott County Sheriff's Office, 301 Fuller Street South, Shakopee, MN 55379.

Non-Merger of Interests: Any purchase by the Mortgagee of the Property at the foreclosure sale and/or the Mortgagee's obtaining title to the Property at the end of the redemption period shall not cause the lien of the

Mortgage, or any other lien or interest in favor of the Mortgagee against or with respect to the Property to merge with fee title or any other interest acquired by the Mortgagee, or in any manner otherwise impair the security or priority of such liens or the Mortgagee's rights and remedies under such liens and applicable law. To the contrary, the Mortgagee intends to reserve, and hereby expressly reserves, all of its rights and remedies with respect to such liens and interests.

Redemption: Mortgagee's Redemption Period shall expire 12 months after the date of sale. THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE PROPERTY ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

Deficiency: The Mortgagee preserves the right to pursue any deficiency in the indebtedness in accordance with applicable law. Dated: July 1, 2014
WINTHROP & WEINSTINE, P.A.
By: s/ Christopher A. Camardello
Christopher A. Camardello
(#0284798)
Suite 3500
225 South Sixth Street
Minneapolis, Minnesota 55402
612-604-6400
Attorneys for Mortgagee
9178538v1
(Published in the Shakopee Valley News on Thursday, July 10, 17, 24, 31 and August 7, 14, 2014; No. 5562)

The Public Notice deadline for the Shakopee Valley News is NOON on Thursday for the following week's issue. Faxes are not accepted.