

**CITY OF BAXTER
CROW WING COUNTY, MINNESOTA**

RESOLUTION NO. 2026-058

**A RESOLUTION APPROVING STIPULATIONS OF SETTLEMENT FOR EASEMENT
ACQUISITION FOR CITY PROJECT NO. 4068 – 2026 CLEARWATER ROAD, NORTH
LYNNDALE AREA & BRENTWOOD CIRCLE STREET & UTILITY IMPROVEMENTS**

WHEREAS, on August 19, 2025, the City Council adopted Resolution 2025-062 Ordering the Improvement and Preparation of Plans for the 2026 Clearwater Road, North Lynndale Area & Brentwood Circle Street & Utility Improvements, City Project Number 4068; and

WHEREAS, on or around January 30, 2026 written offers to purchase easement rights for City Project No. 4068 (Project”) were sent to affected landowners along Clearwater Road; and

WHEREAS, on March 3, 2026 the City Council adopted Resolution 2026-018 deeming it necessary and expedient for the public health, safety and welfare that the City of Baxter (“City”) undertake the Project and acquire certain easements to construct, operate and maintain the Project; and

WHEREAS, on March 3, 2026, the City Council considered counteroffers for the acquisition of Easement rights for the Project; and

WHEREAS, City staff and consultants were able to reach a settlement with property owners of PIDs 40020709 and 40020710.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAXTER THAT:

1. The Council hereby approves the attached Stipulations of Settlement for PIDs 40020709 and PID 40020710.
2. The Mayor and City Clerk are authorized to execute the Settlement Stipulations for PIDs 40020709 and 40020710.
3. The City Attorney is authorized to execute and file the attached Settlement Stipulations for PIDs 40020709 and 40020710 and Discharges of Lis Pendens and Final Certificate for PID 40020709 and 40020710.

Adopted by the City Council of the City of Baxter, Minnesota, this 18th day of August, 2026.

Attest:

Darrel Olson, Mayor

Kelly Steele, City Clerk

EXHIBIT A
STIPULATION OF SETTLEMENT

STATE OF MINNESOTA
COUNTY OF CROW WING

DISTRICT COURT
NINTH JUDICIAL DISTRICT
Case Type: Condemnation

City of Baxter, a Minnesota
municipal corporation

Court File No. 18-CV-26-1060

Petitioner,

vs.

**STIPULATION OF
SETTLEMENT (PARCEL 8)**

Mortgage Electronic Registration Systems,
Inc., as nominee for Bremer Bank, National
Association, n/k/a Old National Bank, et al.

Respondents.

THIS STIPULATION OF SETTLEMENT ("Stipulation") is made by and between Petitioner City of Baxter ("City"), and Respondents Kristy Farber; Glen Grunewald; Bonnie Grunewald; Mike Monk; Jan Monk; Dave Monk; and Connie Monk ("Owner").

RECITALS

1. The following recitals are a part of the parties' Stipulation.
2. The City has commenced the above-captioned action ("Condemnation Action") to acquire certain property rights for its project to construct and install sanitary sewer, water distribution facilities, stormwater facilities, streets, street lights, and bike and pedestrian trails throughout portions of Oakwood Drive, Clearwater Road, Welton Road, Northwoods Drive, Lynndale Drive, Lynndale Lane, Lynndale Court and Brentwood Circle ("Project").
3. The Owner is the fee owner of the real property identified as Parcel 8 (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 June

10, 2026 (the "Condemnation Order"). An excerpt from that **Exhibit A** pertaining to the Property is attached.

4. The City commenced this condemnation action to acquire a permanent drainage and utility easement on the Property ("Taking") as legally described in the Condemnation Order.

5. **Exhibit A** identifies one interest holders on the Property:

a. Crow Wing Cooperative Power and Light Company ("Crow Wing Power") is an easement holder on the Property. Crow Wing Power has not disclaimed its interest in the Condemnation Action, Taking, and the City's payment to the Owner for the Taking.

6. The City has deposited the sum of \$2,200 with the Crow Wing County District Court, in payment of its approved appraisal of value for the Taking (the "Deposit").

7. The City and the Owner 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. **Stipulation to Commissioners' Award.** The City and Owner agree to an award in the sum of \$2,200 from the court-appointed commissioners for all damages arising from the Takings and the Project ("Settlement Amount") in substantially the form attached hereto as **Exhibit B** ("Stipulated Award"). The City and Owner jointly request the Stipulated Award and will not appeal the Stipulated Award. All known respondents who may claim an interest in the Property will be given due notice of the commissioners hearing and the award that is filed by the commissioners.

2. **Contingencies.** This settlement is contingent upon a final award in the sum of the Settlement Amount. This Stipulation shall be null and void if any of the following events occur:

- a. The court-appointed commissioners do not issue the Stipulated Award; or,
 - b. Any other party appeals the Stipulated Award.
3. **Other Considerations.** The parties agree to the following additional terms:
- a. The Owner acknowledges that it will not have to relocate as a result of the Project.
 - b. The Owner acknowledges it did not obtain an appraisal and is not entitled to the applicable statutory appraisal reimbursement.
4. **Payment of Settlement Amount.** Within 10 business days after the expiration of the statutory period to appeal from the Stipulated Award, without an appeal having been filed, the City shall pay the Settlement Amount by delivering a check to Kristy Farber, payable solely to Kristy Farber, and mailed to 5254 Clearwater Road, Baxter, MN 56425. Kristy Farber will furnish a W-9 to facilitate payment.
5. **Deposit.** Owner assigns to the City all its right, title, and interest in the Deposit. The City may apply to the Court at any time for disbursement to City of the Deposit, together with any interest that has accrued thereon, without further notice to Owner. The City and Owner 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.
6. **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 Owner waives and releases any and all claims it may have against the City in connection with the Condemnation

Action. The Owner waives any and all rights to further notices, viewings, or hearings regarding this action.

7. **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 its pendens with respect to the Property.

8. **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.

9. **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.

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

11. **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.]

OWNER'S SIGNATURE PAGE

Dated: 6-26-, 2026

By: Kristy Farber
Kristy Farber

Dated: 6/27, 2026

By: Glen Grunewald
Glen Grunewald

Dated: 6/27, 2026

By: Bonnie Grunewald
Bonnie Grunewald

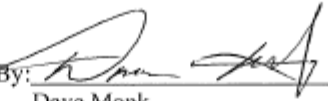
Dated: 7-1, 2026

By: Mike Monk
Mike Monk

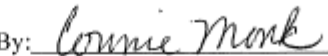
Dated: 7-1, 2026

By: Jan Monk
Jan Monk

Dated: _____, 2026

By: 
Dave Monk

Dated: 6/29/26, 2026

By: 
Connie Monk

CITY SIGNATURE PAGE

CITY OF BAXTER

Dated: _____, 2026

By: _____
Darrel Olson
Mayor

Dated: _____, 2026

By: _____
Kelly Steele
Assistant City Administrator/City Clerk

Dated: July 30, 2026

KENNEDY & GRAVEN, CHARTERED


Greta Bjerkness (#0390575)
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300
Email: gbjerkness@kennedy-graven.com

**ATTORNEYS FOR PETITIONER
CITY OF BAXTER**

EXHIBIT A

EXCERPT FROM EXHIBIT A OF THE CONDEMNATION ORDER

16-CV-28-1090

Parcel Number: 8

Property Tax Identification No.: 40020709

Property Address: 5242 Clearwater Road, Baxter, MN 56425 – Abstract property

Legal Description of the Property:

Lot 5, Block 1, MALLOY ACRES, according to the recorded plat thereof, Crow Wing County, Minnesota.

Legal Description of the Acquisition:

Permanent Drainage & Utility Easement

The North 10.00 feet of the South 17.00 feet, and the East 16.50 feet of the North 55.00 feet of the South 62.00 feet of Lot 5, Block 1, MALLOY ACRES, according to the recorded plat thereof, Crow Wing County, Minnesota.

Said parcel of land contains 2,598 square feet, more or less.

Names and Description of Interests Being Acquired Herein:

Name	Nature of Interest
Glen Grunewald and Bonnie Grunewald, spouses married to each other	Fee Owner
Kristy Furber, a single person	Fee Owner
Mike Monk and Jan Monk, spouses married to each other	Fee Owner
Dave Monk and Connie Monk, spouses married to each other	Fee Owner
Crow Wing Cooperative Power and Light Company, a Minnesota cooperative	Easement Holder
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Any right, title, or interest within the acquired portion of the Property

A-13

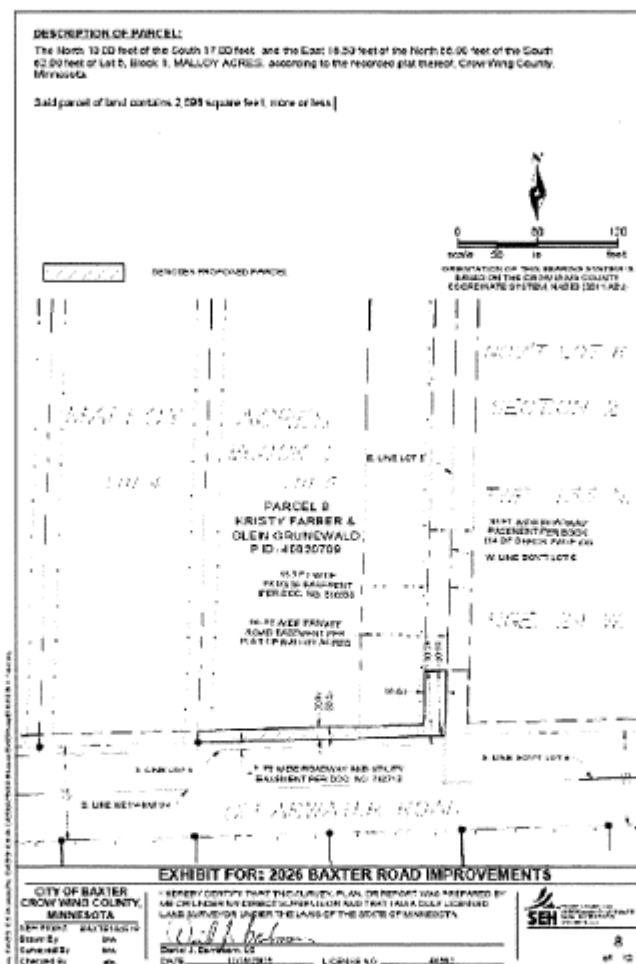
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Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to acquire or encumber all interests owned by the named respondents in the above-described real estate within the takings areas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

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Sketch:



A-15

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EXHIBIT B
FORM OF COMMISSIONERS' AWARD

STATE OF MINNESOTA
COUNTY OF CROW WING

DISTRICT COURT
NINTH JUDICIAL DISTRICT
Case Type: Condemnation

City of Baxter, a Minnesota
municipal corporation,

Court File No. 18-CV-26-1060

Petitioner,

vs.

**AWARD OF COMMISSIONERS
(PARCEL 8)**

Mortgage Electronic Registration Systems,
Inc., as nominee for Bremer Bank, National
Association, n/k/a Old National Bank, et al.

Respondents.

The undersigned commissioners, appointed by the above-named Court, having qualified according to law, make the following award of damages with respect to the Petitioner's taking of property interests from Parcel 8 in the above-captioned matter, as of June 25, 2026, which is the date of taking:

TO: Kristy Farber	\$2,200.00
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TO: All other respondents:	\$0.00
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TOTAL DAMAGES TO ALL PARTIES:	\$2,200.00
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This award of damages is made after notice of viewing, notice of hearing and an opportunity for possible claimants to be heard; and it is based on the commissioners' viewing of said real estate and the Stipulation of Settlement entered into between the City of Baxter and Respondents Kristy Farber; Glen Grunewald; Bonnie Grunewald; Mike Monk; Jan Monk; Dave Monk; and Connie

Monk, which the commissioners received and accepted. The commissioners heard no testimony relative to this taking nor reviewed any appraisal or other evidence of fair market value or damages related to the taking, other than the Stipulation.

Dated: _____

Commissioner Patrick Kelly

Commissioner Byron Miller

Commissioner John Pecarich

STATE OF MINNESOTA
COUNTY OF CROW WING

DISTRICT COURT
NINTH JUDICIAL DISTRICT
Case Type: Condemnation

City of Baxter, a Minnesota
municipal corporation,

Court File No. 18-CV-26-1060

Petitioner,

vs.

**STIPULATION OF
SETTLEMENT (PARCEL 7)**

Mortgage Electronic Registration Systems,
Inc., as nominee for Bremer Bank, National
Association, n/k/a Old National Bank, et al.

Respondents.

THIS STIPULATION OF SETTLEMENT (“Stipulation”) is made by and between
Petitioner City of Baxter (“City”), and Respondent Lauren E. Malloy (“Owner”).

RECITALS

1. The following recitals are a part of the parties’ Stipulation.
2. The City has commenced the above-captioned action (“Condemnation Action”) to acquire certain property rights for its project to construct and install sanitary sewer, water distribution facilities, stormwater facilities, streets, street lights, and bike and pedestrian trails throughout portions of Oakwood Drive, Clearwater Road, Welton Road, Northwoods Drive, Lynndale Drive, Lynndale Lane, Lynndale Court and Brentwood Circle (“Project”).
3. The Owner is the fee owner of the real property identified as Parcel 7 (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 June

10, 2026 (the “Condemnation Order”). An excerpt from that **Exhibit A** pertaining to the Property is attached.

4. The City commenced this condemnation action to acquire a permanent drainage and utility easement on the Property (“Taking”) as legally described in the Condemnation Order.

5. **Exhibit A** identifies two interest holders on the Property:

- a. Crow Wing Cooperative Power and Light Company (“Crow Wing Power”) is an easement holder on the Property. Crow Wing Power has not disclaimed its interest in the Condemnation Action, Taking, and the City’s payment to the Owner for the Taking.
- b. Brainerd BN Credit Union is a mortgagee holding a mortgage on the Property. Brainerd BN Credit Union has not disclaimed its interest in the Condemnation Action, Taking, and the City’s payment to the Owner for the Taking.

6. The City has deposited the sum of \$800 with the Crow Wing County District Court, in payment of its approved appraisal of value for the Taking (the “Deposit”).

7. The City and the Owner 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. **Stipulation to Commissioners’ Award.** The City and Owner agree to an award in the sum of \$800 from the court-appointed commissioners for all damages arising from the Takings and the Project (“Settlement Amount”) in substantially the form attached hereto as **Exhibit B** (“Stipulated Award”). The City and Owner jointly request the Stipulated Award and will not appeal the Stipulated Award. All known respondents who may claim an interest in the Property will be given due notice of the commissioners hearing and the award that is filed by the commissioners.

2. **Contingencies.** This settlement is contingent upon a final award in the sum of the Settlement Amount. This Stipulation shall be null and void if any of the following events occur:

- a. The court-appointed commissioners do not issue the Stipulated Award; or,
- b. Any other party appeals the Stipulated Award.

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

- a. The Owner acknowledges that it will not have to relocate as a result of the Project.
- b. The Owner acknowledges it did not obtain an appraisal and is not entitled to the applicable statutory appraisal reimbursement.

4. **Payment of Settlement Amount.** Within 10 business days after the expiration of the statutory period to appeal from the Stipulated Award, without an appeal having been filed, the City shall pay the Settlement Amount by delivering a check to the Owner, made payable to Owner. The Owner will furnish a W-9 to facilitate payment.

5. **Deposit.** Owner assigns to the City all its right, title, and interest in the Deposit. The City may apply to the Court at any time for disbursement to City of the Deposit, together with any interest that has accrued thereon, without further notice to Owner. The City and Owner 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.

6. **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 Owner waives and releases any and all claims it may have against the City in connection with the Condemnation

Action. The Owner waives any and all rights to further notices, viewings, or hearings regarding this action.

7. **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.

8. **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.

9. **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.

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

11. **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.

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OWNER'S SIGNATURE PAGE

Dated: 7/14/26, 2026

By: Lauren E Malloy
Lauren E. Malloy

CITY SIGNATURE PAGE

CITY OF BAXTER

Dated: _____, 2026

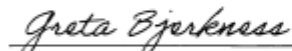
By: _____
Darrel Olson
Mayor

Dated: _____, 2026

By: _____
Kelly Steele
Assistant City Administrator/City Clerk

Dated: August 7, 2026

KENNEDY & GRAVEN, CHARTERED



Greta Bjerkness (#0390575)
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300
Email: gbjerkness@kennedy-graven.com

**ATTORNEYS FOR PETITIONER
CITY OF BAXTER**

EXHIBIT A
EXCERPT FROM EXHIBIT A OF THE CONDEMNATION ORDER
18-CV-26-1060

Parcel Number: 7

Property Tax Identification No.: 40020710

Property Address: 5200 Clearwater Road, Baxter, MN 56425 – Abstract property

Legal Description of the Property:

LOT FOUR (4), BLOCK ONE (1), MALLOY ACRES, CROW WING COUNTY, MINNESOTA.

Legal Description of the Acquisition:

Permanent Drainage & Utility Easement

The North 10.00 feet of the South 17.00 feet of Lot 4, Block 1, MALLOY ACRES, according to the recorded plat thereof, Crow Wing County, Minnesota.

Said parcel of land contains 1,190 square feet, more or less.

Names and Description of Interests Being Acquired Herein:

Name	Nature of Interest
Lauren E. Malloy, an unmarried person	Fee Owner
Brainerd BN Credit Union, a Minnesota credit union	Mortgagee
Crow Wing Cooperative Power and Light Company, a Minnesota cooperative	Easement Holder
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Any right, title, or interest within the acquired portion of the Property

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

Sketch:

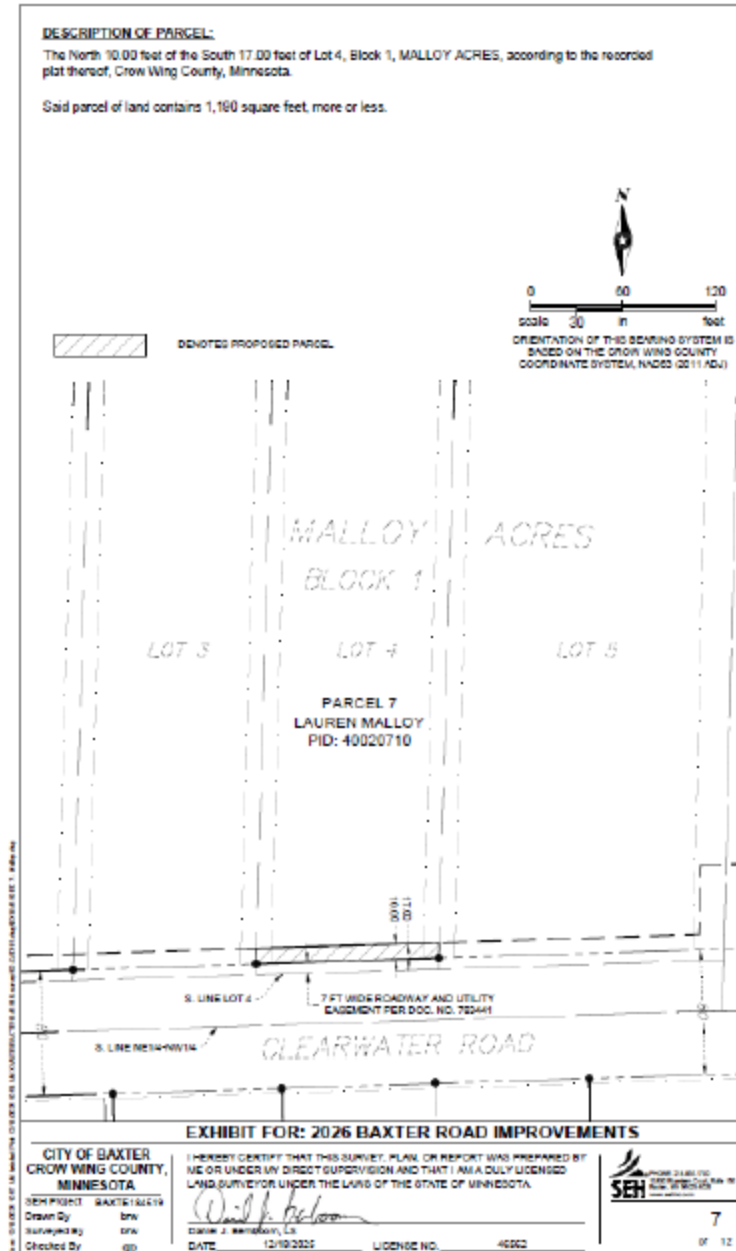


EXHIBIT B
FORM OF COMMISSIONERS' AWARD

STATE OF MINNESOTA
COUNTY OF CROW WING

DISTRICT COURT
NINTH JUDICIAL DISTRICT
Case Type: Condemnation

City of Baxter, a Minnesota
municipal corporation,

Court File No. 18-CV-26-1060

Petitioner,

vs.

**AWARD OF COMMISSIONERS
(PARCEL 7)**

Mortgage Electronic Registration Systems,
Inc., as nominee for Bremer Bank, National
Association, n/k/a Old National Bank, et al.

Respondents.

The undersigned commissioners, appointed by the above-named Court, having qualified according to law, make the following award of damages with respect to the Petitioner's taking of property interests from Parcel 7 in the above-captioned matter, as of June 25, 2026, which is the date of taking:

TO: Lauren E. Malloy	\$800.00
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TO: All other respondents:	\$0.00
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TOTAL DAMAGES TO ALL PARTIES:	\$800.00
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This award of damages is made after notice of viewing, notice of hearing and an opportunity for possible claimants to be heard; and it is based on the commissioners' viewing of said real estate and the Stipulation of Settlement entered into between the City of Baxter and Respondent Lauren E. Malloy, which the commissioners received and accepted. The commissioners heard no testimony

relative to this taking nor reviewed any appraisal or other evidence of fair market value or damages related to the taking, other than the Stipulation.

Dated: _____

Commissioner Patrick Kelly

Commissioner Byron Miller

Commissioner John Pecarich