

**Joseph Kurtzman, Charles Kurtzman, Jeanne Woods,
MaryJo Adriaens, Karen Crichton, James E. Kurtzman,
Judith Ann Kurtzman, Michael J. Kurtzman,
Louise Lederhos, Plaintiffs**

vs.

Avon Township, Dean M. Martini, Kelly A. Martini, Defendants

Stearns County District Court File No. 73-CV-13-5920

MEDIATED SETTLEMENT AGREEMENT

The parties who have signed their names below have agreed to settle their dispute following a mediation session conducted by Kim A. Pennington, pursuant to the Minnesota Civil Mediation Act.

A. Terms of the Settlement.

1. See Exhibit 1 attached hereto and incorporated herein by reference.

2. **Other Important Terms.**

In addition to the above, we have been advised of our rights as required by the Minnesota Civil Mediation Act, including the following, which we have read and understand:

1. **Binding effect on legal rights.** We understand that this settlement has been reached after an extensive mediation process, and it is one that we want to keep after all the effort we have put into it. It is therefore our intention that this agreement we are signing be binding on the parties as a contract would be. As with any contract we recognize that we may be giving up certain legal rights in order to get the agreement we have reached. For example, with the settlement of the case, we are giving up completely the right to further litigation against the settling Defendant(s) to the extent described above, and thus we will be losing the right to

a jury trial to determine that Defendant's fault and responsibility to pay damages beyond what will be paid above. We have weighed the pros and cons and decided that though some of our rights may be adversely affected, others are benefitted, and we want to enter into a binding settlement by means of this agreement.

2. **Role of mediator.** The mediator has advised us and we understand that he is not acting as a judge or as a legal advisor to us, and has no duty to protect our interests or provide us with information, but instead has acted as a facilitator to lead discussions that have lead to this settlement agreement. We are relying on our own judgment and acknowledge that we cannot and have not looked to the mediator for legal advice.

3. **Right to counsel.** We acknowledge that we have had the right to counsel of our own choice and the freedom to consult with our own lawyers. The mediator has specifically advised us that we should consult with our own attorney before signing this agreement if we have any questions about it.

4. **Confidentiality.** We understand that the mediator must keep the private discussions of this mediation confidential and we agree that we cannot subpoena him or his notes to testify about what he learned in these private meetings.

5. **Costs.** We understand that the cost of mediation will be equally divided between and/or among the parties.

6. **Review.** We have read and reviewed both pages of this agreement and we understand its terms. We have freely signed below to express our agreement to these terms. *In the event of a dispute as to interpretation of the terms of this Mediated Settlement Agreement, the mediator shall act as an arbitrator and decide the issue.*

7. **We intend that this Memorandum shall bind each of us, and our settlement of this dispute is not dependent on execution of additional, more comprehensive, settlement documents. While formal settlement documents may be prepared to facilitate the detail of our agreement contained herein, we agree that our agreements contained herein are fully enforceable against us. All persons signing this agreement have full authority to bind themselves, their organization or entity, their client or principal.**

DATED: 10-21-13

Joseph Kurtzman, Plaintiff

Charles Kurtzman, Plaintiff

Jeanne Woods, Plaintiff

MaryJo Adriaens, Plaintiff

Karen Crichton, Plaintiff

James E. Kurtzman, Plaintiff

Judith Ann Kurtzman, Plaintiff

Michael J. Kurtzman, Plaintiff

Louise Lederhos, Plaintiff

Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

Avon Township, Defendant

By: [Signature]
Its: Township Board chair

[Signature]

Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township

Dean M. Martini, Defendant

Kelly A. Martini, Defendant

John J. Neal, Esq.
Attorney for Defendants Martini

DATED: 10-14-13

Joseph Kurtzman, Plaintiff

Charles Kurtzman, Plaintiff

Jeanne Woods, Plaintiff

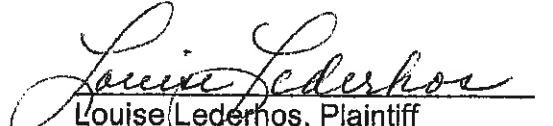
MaryJo Adriaens, Plaintiff

Karen Crichton, Plaintiff

James E. Kurtzman, Plaintiff

Judith Ann Kurtzman, Plaintiff

Michael J. Kurtzman, Plaintiff



Louise Lederhos, Plaintiff

Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

Avon Township, Defendant

By: _____
Its: _____

Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township

Dean M. Martini, Defendant

Kelly A. Martini, Defendant

John J. Neal, Esq.
Attorney for Defendants Martini

DATED: 10-15-13

Joseph Kurtzman, Plaintiff

Charles Kurtzman, Plaintiff

Jeanne Woods

Jeanne Woods, Plaintiff

MaryJo Adriaens, Plaintiff

Karen Crichton, Plaintiff

James E. Kurtzman, Plaintiff

Judith Ann Kurtzman, Plaintiff

Michael J. Kurtzman, Plaintiff

Louise Lederhos, Plaintiff

Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

Avon Township, Defendant

By: _____
Its: _____

Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township

Dean M. Martini, Defendant

Kelly A. Martini, Defendant

John J. Neal, Esq.
Attorney for Defendants Martini

DATED: OCTOBER 15, 2013



Joseph Kurtzman, Plaintiff

Charles Kurtzman, Plaintiff

Jeanne Woods, Plaintiff

MaryJo Adriaens, Plaintiff

Karen Crichton, Plaintiff

James E. Kurtzman, Plaintiff

Judith Ann Kurtzman, Plaintiff

Michael J. Kurtzman, Plaintiff

Louise Lederhos, Plaintiff

Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

Avon Township, Defendant

By: _____
Its: _____

Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township

Dean M. Martini, Defendant

Kelly A. Martini, Defendant

John J. Neal, Esq.
Attorney for Defendants Martini

DATED: 10/18/13

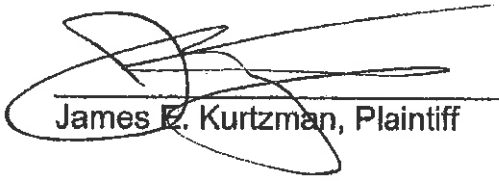
Joseph Kurtzman, Plaintiff

Charles Kurtzman, Plaintiff

Jeanne Woods, Plaintiff

MaryJo Adriaens, Plaintiff

Karen Crichton, Plaintiff



James E. Kurtzman, Plaintiff

Judith Ann Kurtzman, Plaintiff

Michael J. Kurtzman, Plaintiff

Louise Lederhos, Plaintiff

Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

Avon Township, Defendant

By: _____
Its: _____

Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township

Dean M. Martini, Defendant

Kelly A. Martini, Defendant

John J. Neal, Esq.
Attorney for Defendants Martini

DATED: 10/21/2013

Joseph Kurtzman, Plaintiff

Charles Kurtzman, Plaintiff

Jeanne Woods, Plaintiff

Mary Jo Adriaens

MaryJo Adriaens, Plaintiff

Karen Crichton, Plaintiff

James E. Kurtzman, Plaintiff

Judith Ann Kurtzman, Plaintiff

Michael J. Kurtzman, Plaintiff

Louise Lederhos, Plaintiff

Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

Avon Township, Defendant

By: _____
Its: _____

Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township

Dean M. Martini, Defendant

Kelly A. Martini, Defendant

John J. Neal, Esq.
Attorney for Defendants Martini

DATED: 10/30/2013

Joseph Kurtzman, Plaintiff



Charles Kurtzman, Plaintiff

Jeanne Woods, Plaintiff

MaryJo Adriaens, Plaintiff

Karen Crichton, Plaintiff

James E. Kurtzman, Plaintiff

Judith Ann Kurtzman, Plaintiff

Michael J. Kurtzman, Plaintiff

Louise Lederhos, Plaintiff

Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

Avon Township, Defendant

By: _____
Its: _____

Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township

Dean M. Martini, Defendant

Kelly A. Martini, Defendant

John J. Neal, Esq.
Attorney for Defendants Martini

DATED: 4/4/13

Joseph Kurtzman, Plaintiff

Charles Kurtzman, Plaintiff

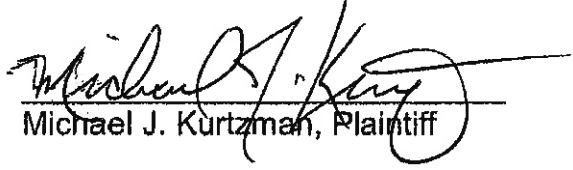
Jeanne Woods, Plaintiff

MaryJo Adriaens, Plaintiff

Karen Crichton, Plaintiff

James E. Kurtzman, Plaintiff

Judith Ann Kurtzman, Plaintiff



Michael J. Kurtzman, Plaintiff

Louise Lederhos, Plaintiff

Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

Avon Township, Defendant

By: _____
Its: _____

Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township

Dean M. Martini, Defendant

Kelly A. Martini, Defendant

John J. Neal, Esq.
Attorney for Defendants Martini

DATED: October 31, 2013

Joseph Kurtzman, Plaintiff

Charles Kurtzman, Plaintiff

Jeanne Woods, Plaintiff

MaryJo Adriaens, Plaintiff

Karen Crichton

Karen Crichton, Plaintiff

James E. Kurtzman, Plaintiff

Judith Ann Kurtzman, Plaintiff

Michael J. Kurtzman, Plaintiff

Louise Lederhos, Plaintiff

Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

Avon Township, Defendant

By: _____
Its: _____

Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township

Dean M. Martini, Defendant

Kelly A. Martini, Defendant

John J. Neal, Esq.
Attorney for Defendants Martini

DATED: 11-4-13

Joseph Kurtzman, Plaintiff

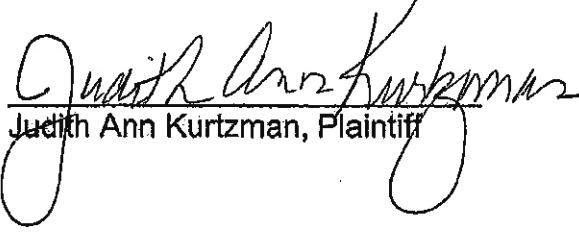
Charles Kurtzman, Plaintiff

Jeanne Woods, Plaintiff

MaryJo Adriaens, Plaintiff

Karen Crichton, Plaintiff

James E. Kurtzman, Plaintiff



Judith Ann Kurtzman, Plaintiff

Michael J. Kurtzman, Plaintiff

Louise Lederhos, Plaintiff

Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

Avon Township, Defendant

By: _____
Its: _____

Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township

Dean M. Martini, Defendant

Kelly A. Martini, Defendant

John J. Neal, Esq.
Attorney for Defendants Martini

DATED: _____

Joseph Kurtzman, Plaintiff

Charles Kurtzman, Plaintiff

Jeanne Woods, Plaintiff

MaryJo Adriaens, Plaintiff

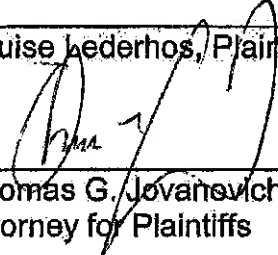
Karen Crichton, Plaintiff

James K. Kurtzman, Plaintiff

Judith Ann Kurtzman, Plaintiff

Michael J. Kurtzman, Plaintiff

Louise Lederhos, Plaintiff



Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

Avon Township, Defendant

By: _____
Its: _____

Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township

Dean M. Martini, Defendant

Kelly A. Martini, Defendant

John J. Neal, Esq.
Attorney for Defendants Martini

DATED: _____

Joseph Kurtzman, Plaintiff

Charles Kurtzman, Plaintiff

Jeanne Woods, Plaintiff

MaryJo Adriaens, Plaintiff

Karen Crichton, Plaintiff

James E. Kurtzman, Plaintiff

Judith Ann Kurtzman, Plaintiff

Michael J. Kurtzman, Plaintiff


Louise Lederhos, Plaintiff

Thomas G. Jovanovich, Esq.
Attorney for Plaintiffs

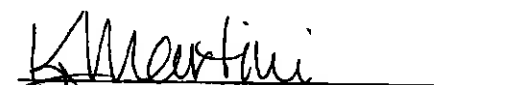
Avon Township, Defendant

By: _____
Its: _____

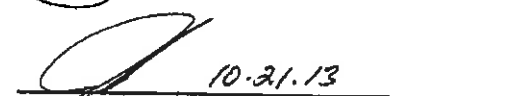
Kenneth H. Bayliss, Esq.
Attorney for Defendant Avon Township



Dean M. Martini, Defendant



Kelly A. Martini, Defendant


10.21.13

John J. Neal, Esq.
Attorney for Defendants Martini

Exhibit 1

Joseph Kurtzman, Charles Kurtzman, Jeanne Woods,
MaryJo Adriaens, Karen Crichton, James E. Kurtzman,
Judith Ann Kurtzman, Michael J. Kurtzman,
Louise Lederhos, Plaintiffs

vs.

Avon Township, Dean M. Martini, Kelly A. Martini, Defendants

Stearns County District Court File No. 73-CV-13-5920

Additional settlement terms:

1. The total sum of \$8,000.00 will be paid to Defendants Martini, through their respective counsel, as consideration for the conveyance of property as described in paragraphs 2, 3, 4, and 5 below. Plaintiffs Kurtzmans will pay \$3,500.00 to Defendants Martini, and the Township will pay \$4,500.00 to Defendants Martini as consideration for the conveyance.
2. Defendants Martini will convey, by Quit Claim Deed, ownership of the subject roadway to Plaintiffs.
3. The conveyance referenced in ¶2 shall be 25 feet wide, with a centerline to be the center of the existing roadway as it runs from Meadowview Road to the Kurtzman property.
4. No restrictions will be placed upon the conveyance of the subject property from Defendants Martini to Plaintiffs.
5. The legal description of the subject roadway shall be based upon a survey, to be accomplished and paid for by Plaintiffs.
6. All parties to this agreement and all signing participants to this MSA will consent to the Township's plan to vacate/extinguish or otherwise remove the subject

road from its roll of roads, without objection, so long as the Township rescinds its "Resolution Confirming the Non-existence of a Town Road."

7. This settlement is conditioned upon its approval by the Avon Township Board of Supervisors. The settlement is ineffective without such approval. Counsel for Defendant Avon Township agrees to put the matter before the Board as soon as a meeting can be scheduled.

8. All parties agree to enter into a standard Stipulation of Dismissal, with prejudice, once all of the above-referenced terms and conditions have been performed by all parties and participants.

9. All parties shall exclusively bear their own attorney's fees and litigation-related costs, including but not limited to their agreement in the front-end Agreement to Mediate this matter dated 9/10/13.