

# Mediated Settlement Agreement

## DEFINITIONS

“Orjala” means Janet Orjala, Ellen Dobbins, Todd Orjala, and Thomas Orjala and their agents, heirs, successors, and assigns.

“Boyer” means Douglas Boyer, William Boyer, Michael Boyer and Samuel Boyer and their agents, heirs, successors, and assigns.

“Action” means that lawsuit venued in Aitkin County District Court entitled *Orjala et al vs. Boyer et al*, court file no. 01-CV-21-128.

“Orjala Property” means the real property described in paragraph 7 of the Answer and Counterclaim in the Action, and is depicted on Exhibit A as the 5 forty acre parcels with a “D” in them.

“Boyer Property” means the real property described in paragraph 3 of the Answer and Counterclaim in the Action, and is depicted on Exhibit A as the 3 forty acre parcels with a “P” in them.

“Borchert” means Tyler Borchert and Shaun Borchert, who are now the fee-title owners of the Orjala Property.

“Transferred Property” is the following: a) along the east-west boundary between the Orjala Property and the Boyer Property (i.e. from the river easterly), the parcel of land lying south of a line to be described by a licensed surveyor which is the middle of the center ditch between the two dikes which run near such east-west boundary, to the east-west legal description of such boundary. To be more clear, this center ditch creates a fairly straight line roughly parallel with the existing survey line until there is severe curve in the ditch near the river’s edge. The surveyor shall not follow that last curve but instead extend that general boundary line created by the center ditch straight to the river so that the overall common boundary is a straight line; and b) along the north-south boundary between the Orjala Property and the Boyer Property, a parcel of land easterly of such north-south legal boundary extending to a line which is 100 feet parallel and easterly of such north-south legal boundary.

## TERMS

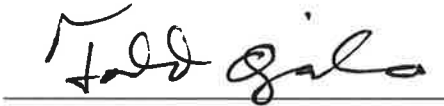
The parties agree to the following:

1. **Surveyor.** Boyer shall, as soon as practicable, hire and pay for a surveyor to legally describe the Transferred Property and to put monuments in the ground to mark the north and east lines of the Transferred Property (“Survey”).
2. **Payment.** In consideration of the transfer referenced below, Boyer shall pay Borchert the sum of \$2,750 per acre in the Transferred Property, as reasonably determined by the surveyor of the Survey (“Payment”).

3. **Transfer.** Within thirty days of completion of the Survey, Orjala's attorney shall prepare a warranty deed, to be executed by Orjala and Boyer, transferring the Transferred Property to Boyer. Borchert shall deliver such warranty deed to Boyer in exchange for the Payment.
4. **Counterparts.** This agreement may be signed in counterpart, and a faxed, scanned or photographic copy of a signature is as binding as the original.
5. **Binding Agreement.** This is a binding agreement and contract, and pursuant to Minn. Stat. § 572.35, the parties were advised in writing that: (a) the mediator has no duty to protect the parties' interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect the parties' legal rights; (c) the parties should consult an attorney before signing a mediated settlement agreement if they are uncertain of their rights.

Dated: September 24, 2021

  
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Janet Orjala

  
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Todd Orjala,

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Tyler Borchert

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Douglas Boyer

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Michael Boyer

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Ellen Dobbins

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Thomas Orjala

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Shaun Borchert

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William Boyer

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Samuel Boyer