

STATE OF INDIANA)

COUNTY OF LAKE)

JOHN D. LANGMAID and
DIANE H. LANGMAID
Plaintiffs

-vs-

GLEN DULIN and KIMBERLY DULIN
Defendant

Filed in Open Court

OCT 07 2004

Thomas R. Phillips
CLERK LAKE SUPERIOR COURT

IN THE LAKE SUPERIOR COURT
ROOM NUMBER SIX
CITING AT CROWN POINT, IN

CAUSE NO. 45D10-0310-PL-001

2004 093465

AGREEMENT AND SETTLEMENT

Plaintiffs, John D. Langmaid and Diane H. Langmaid, by their attorney,
Daniel C. Kuzman and defendants, Glen Dulin and Kimberly Dulin, by their
attorney Kevin C. Smith, have agreed to the following settlement and agreement
and submit same to the Court for entry of judgment thereon resolving all pending
disputes between the parties:

The parties agree: **This Document is the property of the Lake County Recorder!**

1. That a controversy has existed between the parties regarding the location of the boundary line on the ground separating their respective adjacent properties and that said controversy is resolved by their agreement to accept and establish the location of said line as shown on the Plat of Survey of Plumb Tuckett & Associates dated December 16, 2003, a copy of which is attached hereto, adopted by reference therein, incorporated and marked as Exhibit A.
2. That the parties also agree that the Plumb Tuckett Plat of Survey shall once and forever establish the aforesaid common boundary, shall be recorded with the Recorder of Lake County, Indiana, shall run with the land and hereafter bind all subsequent owners of both properties on each side of said line.

006 Agreement & Settlement.wpd 003 1

Rubino Crosmer, Smith & Sensic
202 Joliet St. - Ste. 201
Dyer, IN. 46311

0311

FILED

KEY 3-30-16

OCT 14 2004

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

LAKE COUNTY
FILED FOR RECORD

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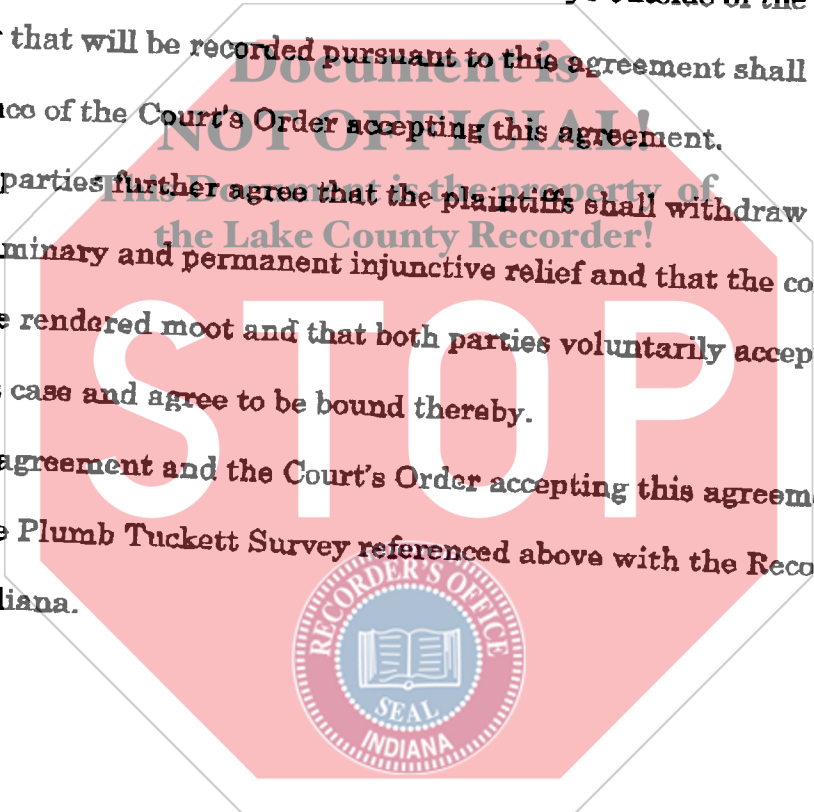
3. That any bushes, trees, or other natural growth, including branches, tree limbs, underbrush or shrubbery on either party's side of the common boundary line established by the Plumb Tuckett Survey may be removed by that party and cut back by that party so as to enjoy and use their property as each party sees fit.

4. All trees that share the boundary line either wholly or partially and that measure at their base more than six (6) inches shall not be removed, but any limbs and/or branches can be trimmed back so as not to interfere with the enjoyment and use of either party's property. No permanent damage that would affect the life of any tree trimmed back under this paragraph shall be allowed.

5. That all other stakes from any other surveys outside of the Plumb Tuckett Survey that will be recorded pursuant to this agreement shall be removed upon the issuance of the Court's Order accepting this agreement.

6. The parties further agree that the plaintiffs shall withdraw their request for preliminary and permanent injunctive relief and that the controversy between them be rendered moot and that both parties voluntarily accept entry of judgment in this case and agree to be bound thereby.

7. This agreement and the Court's Order accepting this agreement shall be recorded with the Plumb Tuckett Survey referenced above with the Recorder of Lake County, Indiana.



8. This agreement is the full and final agreement between the parties and is agreed to this 30th day of September, 2004.

GLEN DULIN

John D. Langmaid
JOHN D. LANGMAID

KIMBERLY DULIN

Diane H. Langmaid
DIANE H. LANGMAID



8. This agreement is the full and final agreement between the parties and is agreed to this _____ day of _____, 2004.

Glen Dulin
GLEN DULIN

JOHN D. LANGMAID

Kimberly Dulin
KIMBERLY DULIN

DIANE H. LANGMAID

