

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the “Agreement”) is made and entered into as of the Effective Date (as defined herein), by and between Gerald J. Lambright and Ellen M. Lambright (the “Lambrights”) and the Town of Bristol, Indiana (the “Town”), (each a “Party,” collectively the “Parties”).

RECITALS

A. The Lambrights filed their Complaint to Quiet Title to Real Estate (the “Complaint”) against the Town on November 13, 2025, under Cause No. 20D02-2511-PL-000207 (the “Lawsuit”) seeking to quiet title to the real estate commonly known as 103 Apollo Street, Town of Bristol, Elkhart County, Indiana (the “Real Estate”) and as more fully described in the Complaint.

B. The title dispute detailed in the Complaint arises from a Quitclaim Deed dated October 10, 1996, and filed as Instrument number 96-25670 in the Elkhart County Recorder’s Office and certain Quitclaim Deeds from the 1900s, which granted to the Town an approximately ten-foot strip along the southern bank of the St. Joseph River that overlapped the Real Estate (the “Disputed Area”).

C. The Parties desire to enter into this Agreement in order to provide for the full settlement and discharge of all claims which are the subject matter of the Lawsuit or otherwise arise from or are related to the Lawsuit, upon the terms and conditions set forth below.

AGREEMENT

1. Release and Release Conditions.

a. Lambright Release. In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lambrights agree to and hereby fully release the Town and its respective agents, employees, heirs, administrators, successors and assigns from any and all claims, lawsuits, demands, actions, causes of actions, liability, or suits at law or in equity, of any kind or nature, whether known or unknown, seen or unforeseen, arising directly or indirectly, for any damages, costs, and expenses, heretofore sustained, including those claims in any way related to or arising from the Real Estate, the Disputed Area, or the Lawsuit.

b. Town Release. In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town agrees to and hereby fully releases the Lambrights and their respective agents, heirs, executors, administrators, successors and assigns from any and all claims, lawsuits, demands, actions, causes of actions, liability, or suits at law or in equity, of any kind or nature, whether known or unknown, seen or unforeseen, arising directly or indirectly, for any damages, costs, and expenses, heretofore sustained, including those claims arising from or any way related to or arising from the Real Estate, the Disputed Area, or the Lawsuit.

c. Mutual Indemnification. The Parties hereby agrees to indemnify, defend and hold harmless each other and their respective officers, directors, agents and employees from and against all demands, obligations, assessments, losses, costs, claims, liabilities, judgments, and damages (including, without limitation, reasonable attorneys' fees and any costs reasonably incurred in investigating, preparing or defending against or prosecuting any litigation or claim) that are asserted against or suffered by a Party and arising from the other Party or their agents' possession, use, or occupation of the Disputed Area.

d. No Admission of Fault. The Parties agree that this settlement is not an admission of wrongdoing by any Party, is made under an express denial of liability, and is made to fully resolve disputed claims.

e. Consent to Entry of Agreed Order. The Parties agree that the Agreed Order, in substantially the form attached hereto as Exhibit A, shall be filed with the Elkhart Superior Court within five (5) days of the execution of this Agreement.

f. Own Costs Paid. The Parties hereby agree to bear their own costs and attorney fees arising from the Lawsuit.

2. Settlement of Claims. The Town has conducted extensive due diligence on the question of title to the Real Estate and as a result of such diligence has determined it is in the best interests of the Town and its residents, and in consideration of the mutual releases, dismissal of the Lawsuit, and other valuable consideration as detailed herein, to agree and consent to the quieting of title to the Real Estate in favor of the Lambrights, as husband and wife.

3. Consideration. The Parties acknowledge and agree that the consideration for this Agreement consists solely of the mutual releases, covenants, and agreements contained herein, including the dismissal of the Lawsuit and the Town's agreement to consent to the quieting of title to the Real Estate. No monetary consideration is being exchanged between the Parties.

4. Tax Matters. The Lambrights shall be responsible for any and all taxes and assessments relating to the Real Estate, including the Disputed Area, which as of the Effective Date are or may become due. Each Party further acknowledges that it has not relied on any statement or representation by the other Party regarding the tax consequences of this Agreement. Each Party shall be solely responsible for any tax obligations arising out of this Agreement as applicable to that Party under federal, state, or local law.

5. Representation of Comprehension of Document. In entering into this Agreement, each Party represents that it has relied upon the advice of its own attorneys concerning the legal consequences of this Agreement; that the terms of this Agreement have been adequately explained by its attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted by each Party.

6. Governing Law. This Agreement is governed exclusively by Indiana law without reference to its choice of law rules. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. The Parties agree that this Agreement is to be reasonably construed to achieve its purpose and that any rule to the effect that any ambiguities are to be resolved against the drafting party

shall not apply in any application, construction, enforcement, or interpretation of this Agreement. This Agreement has been negotiated between the parties. The Parties understand that this Agreement may not be changed or modified orally.

7. **Enforcement; Venue.** Any action to enforce or interpret this Agreement shall be brought exclusively in a court of competent jurisdiction in Elkhart County, Indiana. Each Party consents to the personal jurisdiction of such court.

8. **Cooperation; Additional Documents.** The Parties agree to reasonably cooperate and execute any additional documents, affidavits, or certifications, and to take such further actions as may be reasonably necessary to effectuate the terms, purposes, and intent of this Agreement, including but not limited to recording documents, responding to title company requests, and assisting with any administrative filings relating to the Real Estate.

9. **Authority.** The individuals and entities executing this Agreement represent and warrant that they have full power and authority to enter into this Agreement.

10. **Severability.** If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom the waiver is sought to be enforced. No failure or delay in exercising any right, power, or remedy shall operate as a waiver of such right, power, or remedy.

12. **Recitals.** The above-stated recitals are incorporated into this Agreement.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original. The parties agree that executed copies of this Agreement sent via first class mail, electronic mail or facsimile are binding.

14. **Effective Date.** This Agreement shall become effective on the date it is signed by the last Party to do so ("Effective Date").

15. **Council Approval.** This Agreement is conditioned upon and subject to approval by the Town Council of the Town of Bristol, Indiana as required under Indiana law.

[Remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned have accepted and executed this Release and Settlement Agreement as of the date first set forth above.

Dated: _____

Gerald J. Lambright

Dated: _____

Ellen M. Lambright

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Gerald J. Lambright and Ellen M. Lambright, who each acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this ____ day of February, 2026.

Notary Public

Printed Signature

My Commission Expires:

My County of Residence:

[Signature pages continued]

TOWN OF BRISTOL, INDIANA,
a political subdivision of the State of Indiana

Dated: _____

Jeff Beachy, Bristol Town Council President

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public, in and for said County and State, personally appeared Jeff Beachy, in his capacity as the Bristol Town Council President, who acknowledged the execution of the foregoing instrument for and on behalf of said Town of Bristol, Indiana.

Witness my hand and Notarial Seal this ____ day of February, 2026.

Notary Public

Printed Signature

My Commission Expires:

My County of Residence:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

/s/ Michelle C. Harter
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Attorney for the Town of Bristol

EXHIBIT A

Agreed Order to Quiet Title

[Attached]

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

IN THE ELKHART SUPERIOR COURT
CAUSE NO. 20D02-2511-PL-000207

GERALD J. LAMBRIGHT)
and ELLEN M. LAMBRIGHT)
)
Plaintiffs,)
)
v.)
)
TOWN OF BRISTOL, JOHN/JANE DOE,)
as unknown occupants and their spouses,)
heirs and devisees, etc., and “the WORLD,”)
)
Defendants.)

AGREED ORDER TO QUIET TITLE

Plaintiffs, Gerald J. Lambright and Ellen M. Lambright (the “Lambrights”) and Defendant the Town of Bristol, Indiana (the “Town”), hereby move the Court to enter this Agreed Order to Quiet Title (“Order”). The Court has reviewed the motion, and being duly advised and having good cause, finds as follows:

1. This Court has jurisdiction over the subject matter of this action and has jurisdiction over the parties and real property described herein.
2. The Lambrights and the Town have appeared by counsel.
3. The Lambrights filed their Complaint to Quiet Title to Real Estate on November 13, 2025 (the “Complaint”), seeking to quiet title to the real estate commonly known as 103 Apollo Street, Town of Bristol, Elkhart County, Indiana and legally described as follows (the “Real Estate”):

Lots Numbered Forty-one (41), Forty-two (42) and part of Lot Numbered Seven (7) as the said Lots are known and designated on the recorded Original Plat of the Village of Bristol; said Plat being recorded in Plat Book 2, page 40, in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows, to wit: Commencing at the Northeast corner of the Lot Numbered 8 in the

Original Plat of Bristol; thence West, 66 feet; thence South, 33 feet; thence West, 66 feet to Lot Numbered 6; thence North to the St. Joseph River; thence Easterly along said river to Apollo Steet; thence South along said street to the place of beginning, EXCEPTING the West 10 feet of said Lot Numbered 7.

4. The title dispute detailed in the Complaint arises from a Quitclaim Deed dated October 10, 1996, and filed as Instrument number 96-25670 in the Elkhart County Recorder's Office and certain Quitclaim Deeds from the 1900s, which granted to the Town an approximately ten-foot strip along the southern bank of the St. Joseph River that overlapped the Real Estate (the "Town Deed").

5. The parties have agreed that title to the Real Estate should be quieted in and to the Lambrights and the Town should have no interest in the Real Estate.

6. The Lambrights have complied with the provisions of Ind. Code 32-30-3-2, et seq. and have published notice to all known individuals through or under whom an adverse claim to the Real Estate may be asserted, and no such individuals have appeared in this action and the time for such individuals to timely do so has passed.

7. Except as otherwise set forth above, the parties stipulate to the dismissal of all other claims in this cause.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

A. Fee simple title to the Real Estate is QUIETED in favor of Gerald J. Lambright and Ellen M. Lambright, husband and wife, and all adverse interests, including but not limited to those arising from the Town Deed, are extinguished.

B. The Town of Bristol, Indiana, and all claiming an interest in the Real Estate through it, no longer holds any interest in the Real Estate.

C. The Clerk of this Court is directed to certify this Order and record the certified copy in the Quiet Title Record of the Elkhart County Recorder pursuant to Ind. Code § 32-30-3-17.

D. All other claims in this cause are hereby dismissed with prejudice.

Date: _____

Judge, Elkhart Superior Court

Distribution:
Clerk of Court
RJO
Counsel of Record