

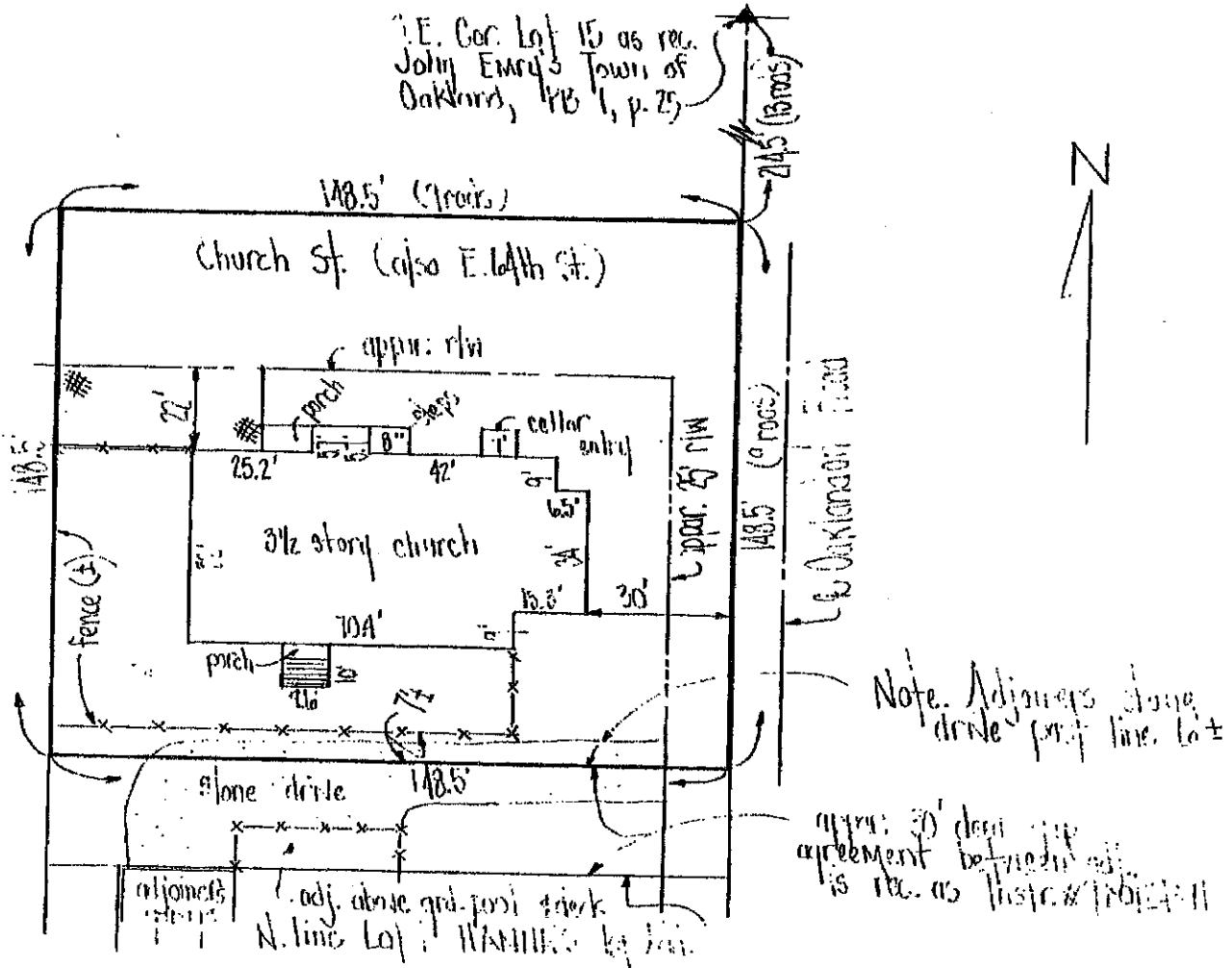
# SURVEYOR LOCATION REPORT

THIS REPORT IS DESIGNED FOR USE BY A TITLE INSURANCE COMPANY WITH RESIDENTIAL LOAN POLICIES. NO CORNER MARKERS WERE SET AND THE LOCATION DATA HEREIN IS BASED ON LIMITED ACCURACY MEASUREMENTS. THEREFORE, NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THIS DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES.

This is to certify that the subject property does not lie within that Special Flood Hazard Area Zone "A". The accuracy is subject to map scale uncertainty and to any other uncertainty in location or elevation on Community Panel Number 120159 0040 D of the Flood Insurance Rate Maps, effective date 6/3/88.

PROPERTY ADDRESS: 6432 Oaklandon Road

See attached sheet for Legal Description



TITLE COMPANY: ENTERPRISE TITLE SERVICES OF INDIANA, INC.

LENDER: CITIZENS BANK

I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in 65 IAC 1-12 for a SURVEYOR LOCATION REPORT.

PURCHASER: Andrew Y. & Tara L. Normington

CLIENT NO: 94-3643

CERTIFIED: 12/13/94

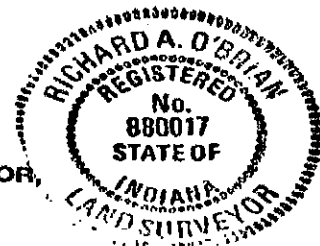


**HAHN & ASSOCIATES, INC.**  
Engineers & Surveyors

2850 E. 96th Street • Indianapolis, IN 46240-3715

*Richard A. O'Brien*  
**RICHARD A. O'BRIAN**  
REGISTERED LAND SURVEYOR  
INDIANA #880017

JOB NO: 94121116



A parcel of ground in the Southeast Quarter of Section 33, Township 17 North, of Range 5 East, in Marion County, Indiana, such parcel being more particularly described as follows: Beginning at a point distant 13 rods South of the Southeast corner of Lot Numbered 15 in John Emery's plat of the Town of Oakland in said Marion County, Plat Book 1 page 25, and running thence West 9 rods; thence South 9 rods; thence East 9 rods; thence North 9 rods to the Place of Beginning.

(6)

(5)

JOHN B. VON ARX  
CONSENT TO ENCROACHMENT

DEC 29 1994 078057

THIS AGREEMENT, made and entered into this 29 day of December, 1994, by and between Brian J. Glee and Annette K. Glee (hereinafter called "First Party"), John Howard and Cynthia Howard (hereinafter called "Second Party") and Andrew Y. and Tara L. Normington (hereinafter called "Third Party"), WITNESSETH THAT:

WHEREAS, First Party is the owner of real estate located in Marion County, State of Indiana, being described as A parcel of ground in the Southeast Quarter of Section 33, Township 17 North, of Range 5 East, in Marion County, Indiana, such parcel being more particularly described as follows: Beginning at a point distant 13 rods South of the Southeast corner of Lot Numbered 15 in John Emry's plat of the Town of Oakland in said Marion County, Plat Book 1 page 25, and running thence West 9 rods; thence South 9 rods; thence East 9 rods; thence North 9 rods to the Place of Beginning. and commonly known as 6432 Oaklandon Road Indianapolis, IN 46236 which said real estate adjoins the hereinafter-described real estate owned by Second Party to the south ; and

WHEREAS, Second Party is the owner of real estate located in Marion County, State of Indiana, being described as Lot Numbered 1 in Hanna's First Addition to the Town of Oaklandon, Marion County, Indiana, as per plat thereof recorded in Plat Book 4, page 241, in the Office of the Recorder of Marion County, Indiana, except as follows, to-wit: Beginning at the Southwest corner of said lot One (1), running thence North along the West line thereof 2.5 feet; thence East parallel with the South line of said lot 25 feet; thence West along the South line of said lot 25 feet to the point of beginning. and commonly known as 6420 Oaklandon Road, Indianapolis, IN 46236 which said real estate adjoins the above-described real estate owned by First Party to the north ; and

WHEREAS, Third Party has contracted to purchase the property currently owned by First Party; and

WHEREAS, it would appear that pursuant to a Survey prepared by Hahn & Associates, Inc. dated December 13, 1994, which is attached hereto and incorporated herein as Exhibit "A", that the stone driveway now situated on the real estate owned by Second Party encroaches over and upon the real estate owned by First Party for a distance of approximately 6.0 feet across the southern edge of the real estate so owned by First Party; and

WHEREAS, it is the desire and intent of the Parties hereto to permit said stone driveway to remain as now situated, for the use and convenience of the Second Party, without such continued use in any way serving as a basis for Second Party to acquire any right, title or interest in and to that real estate owned by First Party.

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for said County and State,  
personally appeared Brian J. Gioe and Annette K. Gioe, husband and wife  
and Andrew Y. Normington and Tara L. Normington, husband  
who acknowledged the execution of the foregoing Consent to Encroachment.

WITNESS my hand and Notarial Seal this 22<sup>ND</sup> day of December, 1994.

My Commission Expires:

APRIL 19, 1998

Signature

Charles W. Strubel

Printed

CHARLES W. STRUBEL  
Notary Public

Residing in MARION County, State of Indiana.

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for said County and State,  
personally appeared John Howard and Cynthia Howard  
who acknowledged the execution of the foregoing Consent to Encroachment.

WITNESS my hand and Notarial Seal this 20<sup>TH</sup> day of DECEMBER, 1994.

My Commission Expires:

APRIL 19, 1998

Signature

Charles W. Strubel

Printed

CHARLES W. STRUBEL  
Notary Public

Residing in MARION County, State of Indiana.

RECEIVED FOR RECORD  
91 DEC -3 PM 3:20  
JOAN H. ROMERIL  
MARION COUNTY RECORDER

910124371

AGREEMENT

THIS AGREEMENT made this 26<sup>th</sup> day of NOVEMBER, 1991,  
by and between BRIAN J. GIOE and ANNETTE K. GIOE, Husband and  
Wife, (hereinafter referred to as the Gioes) and DENNIS W. BEATY  
and JUDY K. BEATY, Husband and Wife, (hereinafter referred to as  
the Beatys) all being residents of Marion County, Indiana.

RECITALS

The Gioes are the owners of certain real property commonly  
known as: 6432 Oaklandon Road, Indianapolis, Marion county,  
Indiana, and more fully described as follows, to-wit:

A Parcel of ground in the Southeast quarter of Section 33, in  
township 17 North, range 5 East, in Marion county, Indiana; such  
parcel being more particularly described as follows: Beginning  
at a point distant 13 rods South of the Southeast corner of Lot  
Numbered 15 in John Emery's plat of the Town of Oakland in said  
Marion County, Plat Book 1, page 25, and running thence West 9  
rods, thence South 9 rods, thence East 9 rods, thence North 9  
rods, to the place of beginning.

The Beatys are the owners of certain real property  
commonly known as: 6420 Oaklandon Road, Indianapolis, Marion  
County, Indiana, and more fully described as follows, to-wit:

Lot Numbered 1 in Hanna's First Addition to the Town of  
Oaklandon, Marion County, Indiana, as per plat thereof recorded  
in Plat Book 4, page 241, in the office of the Recorder of Marion  
County, Indiana, except as follows, to-wit:

Beginning at the Southwest corner of said lot One (1), running  
thence North along the West line thereof 2.5 feet; thence East

parallel with the South line of said lot 25 feet; thence West along the South line of said lot 25 feet to the point of beginning.

It has come to the attention of the parties that there is a strip of land thirty (30) feet in width which lies between the parcel of real estate owned by the Gioes and the parcel of real estate owned by the Beatys.

It is hereby mutually agreed and acknowledged by all of the parties that they have all used the aforesaid strip of land.

It is hereby mutually agreed by the parties hereto that none of them is asserting any claim to present ownership of said parcel of land against the other parties hereto.

It is further agreed by and between the parties, jointly and severally, that they do hereby grant, each to the other, the unrestricted right to the use and enjoyment of the said thirty (30) foot strip of land, for access and all other lawful purposes, and each and all of them waives the right to object to any present use of the parcel of real estate by the other parties hereto.

All of which is done on the date first above written and in consideration of the the sum of One Dollar and the mutual covenants and agreements herein made, receipt of which is hereby acknowledged.

This instrument contains the entire agreement between the parties relating to the thirty (30) foot strip of land as heretofore mentioned. Any oral representations or modifications concerning this agreement shall be of no force and effect. Any modification of this agreement must be in writing and must be

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signed by the party to be charged.

This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

EXECUTED at Indianapolis, Marion County, Indiana, the day and year first above written.

Brian J. Gioe  
BRIAN J. GIOE

Annette K. Gioe  
ANNETTE K. GIOE

Dennis W. Beaty  
DENNIS W. BEATY

Judy K. Beaty  
JUDY K. BEATY

STATE OF INDIANA  
COUNTY OF MARION

} SS:

Before me, a Notary Public in and for said County and state, personally appeared, BRIAN J. GIOE and ANNETTE K. GIOE, Husband and Wife, AND DENNIS W. BEATY and JUDY K. BEATY, Husband and Wife, who acknowledged the execution of the foregoing Agreement, and who having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 26 day of  
NOVEMBER, 1991.

Patricia Adams  
NOTARY PUBLIC  
Printed: PATRICIA ADAMS  
Residing in MARION County IN.

My Commission Exp:

9-5-92

This instrument prepared by Ross McMahan, Attorney at Law.

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