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JOAN H. ROMERIL
MARION COUNTY RECORDER

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AGREEMENT

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THIS AGREEMENT made this 26th 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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