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CONSENT TO ENCROACHMENT

CLARENCE L. COHEN  
MARION COUNTY RECORDER

THIS CONSENT TO ENCROACHMENT, made this 27 day of December, 1989, by and between SEXTON INVESTMENT CORPORATION ("Sexton") and WASHINGTON AUTO PARTS, INC. ("Washington"),

WITNESSES THAT:

WHEREAS, Washington is the owner of certain real estate located in Marion County, Indiana, which real estate is more particularly described in Exhibit A attached hereto and hereby made a part hereof ("Washington's Property"); and

WHEREAS, Sexton is the owner of certain real estate located in Marion County, Indiana, which real estate is more particularly described in Exhibit B attached hereto and hereby made a part hereof ("Sexton's Property"); and

WHEREAS, Washington's Property and Sexton's Property adjoin one another; and

WHEREAS, Sexton and Washington desire to enter into this Consent to Encroachment to document their agreement regarding a fence owned by Washington which encroaches upon Sexton's Property.

NOW, THEREFORE, in consideration of the foregoing premises, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. A fence owned by Washington currently exists upon Washington's Property and encroaches upon the northerly edge of Sexton's Property, in the manner as depicted in the cross-hatched area on Exhibit C attached hereto and incorporated herein by this reference (the "Encroachment").

B. The Encroachment is hereby permitted by Sexton, and shall be deemed to exist with the express license and consent of Sexton. However, it is agreed by Washington that Washington shall not acquire any right, title or interest in and to Sexton's Property as a result of the existence of the Encroachment. Further, Washington acknowledges and agrees that upon request from Sexton, Washington shall remove such fence from Sexton's Property within thirty (30) days of the receipt of such written request.

C. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Sexton and Washington have caused this Consent to Encroachment to be executed by their duly authorized officers as of the day, month and year first above-written.

WASHINGTON AUTO PARTS, INC.

SEXTON INVESTMENT CORPORATION

By: [Signature]  
Jack L. Cohen

By: [Signature]  
Joseph R. Sexton, President

60073008  
CLARENCE L. COHEN  
MARION COUNTY RECORDER

STATE OF INDIANA }  
COUNTY OF MARION }

Before me, a Notary Public in and for said County and State, personally appeared Joseph F. Sexton, the President of Sexton Investment Corporation, who acknowledged the execution of the foregoing Consent to Encroachment, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and notarial seal this 17<sup>th</sup> day of December, 1989.

Shirley G. MacDowd  
Signature  
SHIRLEY G. MacDOWD  
Printed Notary Public

My Commission Expires:

5-2-90

County of Residence:

Marion

STATE OF INDIANA }  
COUNTY OF MARION }

Before me, a Notary Public in and for said County and State, personally appeared Jack L. Cohen, on behalf of Washington Auto Parts, Inc., who acknowledged the execution of the foregoing Consent to Encroachment, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and notarial seal this 22 day of December, 1989.

April Love  
Signature  
APRIL LOVE  
Printed Notary Public

My Commission Expires:

9-8-91

County of Residence:

MARION

This instrument was prepared by Robert G. Evans, Esq., ICE MILLER DONADIO & RYAN, One American Square, Box 62001, Indianapolis, IN 46262; Telephone: (317) 236-2100.

EXHIBIT A

Part of Lot 631 in Stout's Indiana Avenue Addition, an Addition to the City of Indianapolis, as recorded in Plat Book 10, page 127, in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows, to-wit:

Beginning at a point 40.0 feet South of the North line and 158.0 feet East of the West line of said Lot 631 (said point also being on the South right-of-way line of West 16th Street as now located), running thence South perpendicular to the South line of West 16th Street a distance of 57.98 feet to a point; running thence in a Southeasterly direction on a forward deflection angle to the left of 10 degrees, 51 minutes, 21 seconds, a distance of 5 feet to a point on a curve to the left, said curve having a radius of 648.26 feet, a tangent length of 122.49 feet, and a length of 242.07 feet; running thence in a Southeasterly direction upon and along said curve to the left a distance of 77.12 feet to a point; running thence North on a line perpendicular to the South right of way line of West 16th Street a distance of 128.66 feet to a point, running thence in a Northwesterly direction to a point on the South right of way line of West 16th Street as now located, said point being 15.0 feet east of the point of beginning; running thence West upon and along the South right of way line of West 16th Street as now located a distance of 15.0 feet to the point or place of beginning.

ALSO:

Part of the northeast quarter of the southeast quarter of Section 34, Township 16 North, Range 3 East, in Marion County, Indiana, and being more particularly described as follows:

Beginning at a point in the south line of West 16th Street, a 90.00 foot wide roadway at a point in the grantor's westerly property line as the same is now located and established; thence South 31 degrees 36 minutes 52 seconds East along said westerly property line for a distance of 9.60 feet to a point; thence South 00 degrees 21 minutes 45 seconds East along said westerly property line for a distance of 120.78 feet to a point in a fence, said point being the point of beginning of this parcel; thence South 89 degrees 06 minutes 43 seconds East along said fence for a distance of 29.59 feet to a point of deflection to the right of said fence; thence South 34 degrees 04 minutes 46 seconds East along said fence for a distance of 125.68 feet to another point of deflection to the right in said fence; thence South 05 degrees 53 minutes 50 seconds East along said fence for a distance of 110.00 feet to a point in the grantor's westerly property line; thence, northwestwardly upon and along said grantor's westerly property line on a curve to the right with a radius of 648.26 feet, a central angle of 20 degrees 48 minutes 52 seconds and a length of 235.50 feet to a point where said westerly property line leaves said curve; thence North 00 degrees 21 minutes 45 seconds West along said westerly property line for a distance of 7.88 feet to the point of beginning of this parcel and containing 0.195 of an acre, more or less.

ALSO:

Part of Lot 631 in Stout's Indiana Avenue Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 10, pages 127 and 128, in the office of the Recorder of Marion County, Indiana, being more particularly described as follows, to-wit:

Beginning at a point in the west line of said lot which lies 40.0 feet south of the northwest corner of said lot, said beginning point being at the intersection of the south line of West 16th

Street as now located and the east line of Milburn Street, running thence east upon and along the South line of West 16th Street, as now located a distance of 150.0 feet to a point; running thence south on a forward deflection angle of 90 degrees to the right a distance of 16.17 feet to a point; running thence southeastwardly on a forward deflection angle to the left of 10 degrees, 51 minutes, 21 seconds, a distance of 47.58 feet to the point of curvature of a 8.839 degree curve (said curve has a radius of 648.26 feet, a deflection angle of 21 degrees, 23 minutes, 45 seconds, and a tangent length of 122.49 feet); running thence upon and along said curve to the left a distance of 242.07 feet to the point of tangency of said curve; running thence south on a forward deflection angle to the right of 32 degrees, 06 minutes parallel to and 34 feet west of the west line of Section 35, Township 16 North of Range 3 East a distance of 113.88 feet, to a point; running thence west on a forward deflection angle of 90 degrees, 14 minutes to the right a distance of 249.31 feet to a point in the west line of said Lot 631 and in the east line of Milburn Street; running thence north upon and along said west line a distance of 400.00 feet to the point or place of beginning.



