

5. The shares voting in respect of the foregoing resolution of amendment were in compliance with the provisions of Sections 24 and 25 of the Indiana General Corporation Act, approved March 16, 1929.

Witness our hands and seals this 2nd day of November, 1955.

Kesslerwood Company, Inc.
(No Corp. Seal)

By Kenneth P. Fry, President
By Mildred C. Fry, Secretary

(Duly acknowledged).

Approved and Filed Nov. 3, 1955

Crawford F. Parker
Secretary of State of Indiana.

SHOWN FOR REFERENCE.

Plat Book
30 page 7
Inst. #28964
March 12, 1956
Recorded
April 27, 1956

BRENDONSHIRE

Plat

32.

I, the undersigned, hereby certify that the within plat represents, a sub-division of part of the Northwest quarter of Section 11, Township 16 North Range 4 East, in Marion County, Indiana, more particularly described as follows, to wit:

Beginning at the Northwest corner of the Northwest quarter of said Section, running thence East, on and along the North line of said Northwest quarter section, a distance of 1009.4 feet to a point, thence deflecting 89 degrees and 25 minutes, to the right, in a Southerly direction, a distance of 250 feet to a point; thence West and parallel to the North line of the said Northwest quarter section, a distance of 793.98 feet to a point; thence South, and parallel to the West line of the said Northwest quarter section, a distance of 2125.30 feet to a point; thence West, and parallel to the North line of said Northwest quarter Section, a distance of 215 feet to a point on the West line of the

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said Northwest quarter section; running thence North, on and along the West line of the said Northwest Quarter section, a distance of 2375.30 feet to the point or place of beginning.

Containing in all, 15.124 acres, more or less.

This Sub-division contains 23 lots numbered from 1 to 23 inclusive.

The width of streets and the size of lots shown herein, are in feet and decimal parts thereof.

Witness my hand and seal this 20th day of March 1956.

George F. Rooker, (Seal)
Registered Engineer No. 950
State of Indiana.

We, the undersigned, Brendenshire Company, Inc., by its President, Kenneth P. Fry and its Secretary, Mildred G. Fry, owners of the above described real estate, hereby certify that we do hereby lay-off, plat and subdivide the same in accordance with this plat and certificate.

The subdivision shall be known and designated as "Brendenshire".

The streets shown herein and not heretofore dedicated are hereby dedicated to the Public for its use.

There are strips of ground 5 feet in width as shown herein and marked "Utility Strips" are hereby reserved for use of Public Utilities for installation and maintenance of poles, wires, mains, ducts, drains, lines and sewers, and subject at all times to the authority of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained upon said strips and such owners shall take their titles subject to the rights of such Public Utilities and to the rights of the owners of other lots in this addition for ingress, egress, in, along, through and across the several strips so reserved. There are also strips of ground 7 1/2 feet of width, and marked drainage easements as shown herein, and upon such strips, no structure of any kind of a permanent or temporary nature shall be erected or maintained and those taking title to the lots through which said drainage easement runs, shall keep said strips free and open at all times of any debris.

Building lines established as shown herein are in feet back from the street property lines and between said lines, and the street property lines, there shall be erected or maintained no structure of any kind or part thereof, except a 1 story open porch. No structure of any kind shall be erected or maintained nearer than 15% of the width of the lot at the building set back line or 20 feet whichever be the lesser to any interior lot or property line.

No trailer, tent, shack, garage, basement, barn

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or any other accessory building erected or maintained on any lot in this addition shall be used as a place of residence at any time, nor shall any structure of a temporary nature be used at any time as a place of residence.

No Noxious trade or activity shall be carried on upon any lot in this addition, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood at large.

Private water supply, and/or sewage systems may be located, constructed and maintained to serve any building in this addition, provided said systems are approved in writing by the proper public and/or Civil authority.

No detached garage shall be permitted in this addition, but all garages shall be attached to the dwelling houses. No garage, so attached, shall have its doors facing the front of the lot, but all such doors shall face the side or rear of the lot, unless written permission is obtained from the Building Committee hereinafter provided for to permit such garage doors to face the front of the lot.

No fences exceeding 4 feet in height shall be permitted in this addition.

No fences erected in this addition shall be built between the front property line and the front yard building line provided for herein.

No out buildings such as playhouses, tool houses, barns or other similar structures, shall be erected in this addition, without the written consent of the Building Committee hereinafter provided for.

Until such time as this addition may be annexed to the City of Indianapolis, the size and location of all rural mail boxes erected in this addition shall be subject to the approval of the Building Committee hereinafter provided for.

The Owner of each lot in this addition, upon which no improvements have been erected shall keep the same free from weeds, and upon failure of such, owner so to do, the Building Committee hereinafter referred to shall have the right to cut and mow such weeds, for which service such owner shall pay the same Committee reasonable compensation for such service.

None of said lots shall be re-subdivided into a building plot having an area of less than present lot area.

No building shall be erected, placed on or altered on any of said lots until the building plans, plot plans and specification showing the location thereof, have been approved in writing by a majority of a committee, composed of Kenneth P. Fry, Byron F. Fry and Joseph O. Cezar, for conformity and harmony of external design with existing structures in this area, and also also as to location of building with respect to property and building setback lines; in the event of the death

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of any member or members of this committee, the surviving member or members shall have the authority to approve or disapprove such design and location. If said committee shall fail to approve or disapprove such design or location within ten days after said plans have been submitted, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required. Said committee shall act and serve until May 1, 1976, at which time the then record owners of a majority of the lots in platted addition in which such building plat is located, subject to the covenants herein set forth, may designate in writing, duly recorded among the land records their authorized representatives who thereafter shall have all the powers; subject to the above limitations as were previously delegated herein to the said committee.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The right to enforce the foregoing provisions, covenants and restrictions by injunction together with the right to cause the removal by due process of law of any structure water or sanitary provisions erected or maintained in violation hereof is hereby dedicated to the public and reserved to the several owners of lots in this addition, their heirs and assigns, who shall be entitled to such relief with attorneys fees, without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Invalidation of any of these covenants by judgment or court order shall in no wise invalidate any other such covenant which shall remain in full force and effect. All the above restrictions and/or covenants shall be considered real covenants which shall bind each lot in whomsoevers hands it may come and shall run with the land.

The foregoing restrictions, covenants and provisions shall remain in full force and effect until May 1, 1976, at which time said covenants and restrictions shall be extended for successive periods of 10 years each until by a vote of the majority of the then owners of lots in this addition, shall declare said covenants and restrictions null and void.

BRENDONSHIRE COMPANY, INC. (Seal)
Kenneth P. Fry, President
Mildred G. Fry, Secretary

STATE OF INDIANA)
COUNTY OF MARION) SS:

Personally appeared before me, a Notary Public, in and for said county and state, Brendonsire Company, Inc., by its President, Kenneth P. Fry and its Secretary, Mildred G. Fry, who separately and severally

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acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purposes therein expressed and affixed their signatures thereto.

Witness my hand and seal this 20th day of March 1956.

Robert E. Walker (LS)
Notary Public

My commission expires
Nov. 1, 1959.

Approved this Fifth day of April, 1956
COUNTY PLAN COMMISSION
COUNTY OF MARION, (Seal)
Frank J. Unversaw, President
Fred H. Norris, Secretary

Approved this 27th day of April 1956,
Marion Country Draftsman
James W. Calbert

Plat Book
31 page 29
Inst. #25073
April 3, 1958
Recorded
April 28, 1958

BRENDONSHIRE SECOND SECTION Plat

I, the undersigned, being a duly registered Surveyor in the State of Indiana, hereby certify the within plat to be true and correct, representing a subdivision of part of the North West Quarter of Section 11, Township 16 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Beginning at a point 215 feet East of the West line and 250 feet South of the North Line of said 1/4 Section, said point being in common with the Northeast corner of Lot 7 in Brendonshire, the plat of which is recorded in the Marion County Recorder's Office, Plat Book 30, page 7; running thence South parallel to the West line of said 1/4 Section 1145.30 feet to the South east corner of Lot 15 in said BRENDONSHIRE: thence East parallel to the North line of said 1/4 Section, 170 feet; thence South parallel to the West line of said 1/4 Section 11.95 feet; thence East parallel to the North line of said 1/4 Section 220 feet; thence South parallel to the West line of said 1/4 Section 60.57 feet; thence East parallel to the North Line of said 1/4 Section 402.24 feet: thence North on a forward deflection angle to the left of 90 degrees - 37' a distance of 1217.80 feet to the Southeast corner of Lot 1 in said Brendonshire: thence west along the South lines of Lots 1 through 5 in said Brendonshire, 793.98 feet to the point of beginning, containing in

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all 21.50 acres, more or less. Subject to all legal highways and/or rights of way.

This subdivision consists of 34 lots, numbered from 24 to 57, both inclusive, with streets as shown hereon. The size of the lots and widths of the Streets are shown on this plat in figures denoting feet and decimal parts thereof.

WITNESS MY SIGNATURE this 26th day of November, 1957.

Robert Scherschel (Seal)
Registered Surveyor No. 3907
State of Indiana

The undersigned, Brendonshire Company, Inc., by its duly authorized officers, Kenneth P. Fry, President, and Mildred G. Fry, Secretary, owners of the above described real estate, hereby certify that they do hereby lay off, plat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be known and designated as "Brendonshire, Second Section".

The Streets shown herein and not heretofore dedicated, are hereby dedicated to the public for its use.

There are strips of ground in widths as shown hereon marked "Utility Strips" are hereby reserved for use of Public Utilities for installation and maintenance of poles, wires, mains, ducts, drains, lines and sewers, and subject at all times to the authority of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained upon said strips and such owners shall take their titles subject to the rights of such Public Utilities and to the rights of the owners of other lots in this subdivision for ingress, egress, in, along, across and through the several strips so reserved. There are also strips of ground 7 1/2 feet of width and marked drainage easements as shown hereon, and upon which strips, no structure of any kind of a permanent or temporary nature shall be erected or maintained and those taking title to the Lots through which said drainage easement runs, shall keep said strips free and open at all times of any debris.

Building lines established as shown herein are in feet back from the Street Property lines and between said lines, and the Street property lines, there shall be erected or maintained no structure of any kind or part thereof, except a 1 story open porch. No structure of any kind shall be erected or maintained nearer than 15% of the width of the lot at the building set back line or 20 feet, whichever be the lesser, to any interior lot or property line.

No trailer, tent, shack, garage, basement, barn or any other accessory building erected or maintained on

any lot in this subdivision shall be used as a place of residence at any time, nor shall any structure of a temporary nature be used at any time as a place of residence.

No noxious trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done herein which may be or become an annoyance or nuisance to the neighborhood at large.

No detached garages shall be permitted in this subdivision, but all garages shall be attached to the dwelling houses. No garage, so attached, shall have its doors facing the front of the Lot, but all such doors shall face the side or rear of the lot, unless written permission is obtained from the building Committee hereinafter provided for to permit such garage doors to face the front of the Lot.

No fence exceeding 4 feet in height shall be permitted in this subdivision, unless granted in writing by the building committee.

No fence erected in this subdivision shall be built between the front property line and the front yard building line provided for herein.

No out buildings, such as playhouses, tool houses, barns, or other similar structures, shall be erected in this subdivision without the written consent of the building committee hereinafter provided for.

Until such time as this subdivision may be annexed to the City of Indianapolis, the size and location of all rural mail boxes erected in this subdivision shall be subject to the approval of the building committee hereinafter provided for.

The owner of each lot in this subdivision, upon which no improvements have been erected shall keep the same free from weeds, and upon failure of such, owners so to do, the building committee hereinafter referred to shall have the right to cut and mow such weeds, for which service such owner shall pay the same Committee reasonable compensation for such service.

None of said lots shall be re-subdivided into a building plat having an area of less than present Lot Area.

No building shall be erected, placed on or altered on any of said lots until the building plans, plot plans and specifications showing the location thereof, have been approved in writing by a majority of a committee composed of Kenneth P. Fry, Byron F. Fry and Clarence T. Myers, for conformity and harmony of external design with existing structures in this area, and also as to location of building with respect to property and building setback lines. In the event of the death of any member or members of this Committee, the surviving member or members shall have the authority to approve or disapprove such design and location.

If said Committee shall fail to approve or disapprove such design or location within ten days after said plans have been submitted, or if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required. Said Committee shall act and serve until May 1, 1976, at which time the then record owners of a majority of the lots in platted subdivision in which such building plat is located subject to the covenants herein set forth, may designate in writing, duly recorded among the land records their authorized representatives who thereafter shall have all the powers, subject to the above limitations as were previously delegated herein to the said Committee.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The right to enforce the foregoing provisions, covenants and restrictions by injunction together with the right to cause the removal by due process of law or any structure, water or sanitary provisions erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such relief with attorney's fees, without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Invalidation of any of these covenants by judgment or court order shall in no wise invalidate any other such covenant which shall remain in full force and effect. All the above restrictions and/or covenants shall be considered real covenants which shall bind each lot in whomsoever's hands it may come and shall run with the land.

The foregoing restrictions, covenants and provisions shall remain in full force and effect until May 1, 1976, at which time said covenants and restrictions shall be extended for successive periods of 10 years each, until by a vote of the majority of the then owners of lots in this subdivision, shall declare said covenants and restrictions null and void.

Witness our signature and corporate seal this 3rd day of April, 1958.

BRENDONSHIRE COMPANY, INCORPORATED
By: Kenneth P. Fry, President
Attest: Mildred G. Fry, Secretary

(Corp. Seal)

STATE OF INDIANA:
COUNTY OF MARION: SS:

Personally appeared before me, a Notary Public, in and for said County and State, BRENDONSHIRE COMPANY, Inc., by its duly authorized officers, Kenneth P. Fry, President, and Mildred G. Fry, Secretary, who separately and severally acknowledged the execution of the foregoing instrument as their voluntary Act and Deed for the use and purposes therein expressed and affixed their signatures thereto.

WITNESS my hand and seal this 3rd day of April, 1958.

Roy G. Sutton, Jr. (LS)
Notary Public

My commission expires
March 27, 1960.

Public Notice was given on the 1st day of March, 1958.

Approved this 12th day of March, 1958.

(Seal)

METROPOLITAN PLAN COMMISSION
405 City Hall, Indianapolis
George Caleb Wright,
Chairman
Katherine S. Cox,
Secretary

Approved this 28th day of April, 1958.
Marion County Draftsman
James W. Calbert

Deed Record
1628 page 121
Inst. #52838
July 26, 1956
Recorded
Aug. 1, 1956

34.

AGREEMENT FOR CONSTRUCTION OF
Lift Station and Sanitary Sewer to Connect with City
Sewer at 46th Street and Bolton Avenue
UNDER PRIVATE CONTRACT

This agreement made and entered into this 26th day of July, 1956, by and between Helen F. Walker, Brendonshire, Inc., by: Kenneth P. Fry, President, Warren Atkinson, M. L. Hall, Jacob Lutz, and Milton J. Fineberg, HEREINAFTER CALLED OWNERS, and Atkinson and Company, hereinafter called Contractor, and the City of Indianapolis, Indiana, acting by and through its Board of Public Works, with approval of its Mayor, hereinafter called the City WITNESSETH, That

WHEREAS, the Owner has heretofore filed his petition dated June 20, 1956, a copy of which is attached hereto and by this reference made a part hereof and

marked "EXHIBIT "A", with said Board requesting permission to construct under private contract the improvement hereinafter described under Paragraph I of this agreement, all work thereunder to be done at Owner's expense, and

WHEREAS, the Owners has designated Atkinson and Company, as Contractor to perform the work and furnish the material necessary in connection with said improvement, and

WHEREAS, said Board of Public Works is willing to grant its permission for the construction of said described improvement of said contractor and at Owner's expense upon certain conditions hereinafter set forth.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. The owner and the Contractor are hereby authorized to construct at Owner's sole expense a lift station and sanitary sewer to connect with the existing sewer at 46th Street and Bolton Avenue and to run northward up Radnor Road and Arlington Avenue, together with lateral and connecting sewers subsequently to be constructed so as to serve the property belonging to the owners as of this date, and described as Tracts 1, 2, 3, 4, and 5, as set forth on the drawing attached hereto and made a part hereof, in strict accordance with the plans therefore, as approved by the City Civil Engineer, dated - - , and to be subsequently submitted and approved by the City Engineer and approved by this Board, which plans by this reference thereto are made a part of this agreement.

2. The aforesaid improvement shall be made in accordance with the standard specifications of the City of Indianapolis for such construction which specifications are now on file in the office of the Board of Public Works and the Department of Engineering of said City and are made a part hereof, by this reference thereto, and all work done under said improvement shall at all times be subject to the approval and acceptance of the City Civil Engineer and the Board of Public Works.

3. All work done under this improvement shall be done at the owner's sole expense and no liability for any part thereof shall attach to said City, and upon the final completion thereof but before its acceptance by the City, the Contractor shall furnish a suitable bond filed with and made payable to the City of Indianapolis with good and sufficient surety or proper security thereon, acceptable to the Board in an amount equal to 10% of the total contract price for said improvement; said bond shall be in the form required by the City and shall guarantee said improvement against any defects on account of workmanship, faulty material and construction for a period of -- years from the date of final acceptance of improvement by the City.

4. Upon completion of such improvement and its acceptance by the City, this improvement shall become a part of the public sanitary sewer system of the City of Indianapolis, with title thereto vested in the City and shall be thereafter under the full control, authority and jurisdiction of said City, to the same extent and in the same manner as though said sewer had been originally constructed by the City under Public Improvement Contract.

5. Work under said improvement shall commence within thirty days after the execution of this agreement and issuance of a permit by the City Civil Engineer as provided by law, and Contractor agrees to prosecute said work without delay to final completion.

6. The Contractor hereby agrees to defend and save harmless against all claims, demands, actions, and causes of action, and loss and expenses of every nature and kind therein at any time asserted against the City for or on account of any damage to real and personal property, or injury received or death sustained by any person or persons, arising out of, or in any way connected with the location installation and construction of said improvement, prior to its acceptance by said City.

7. Contractor further agrees that at or prior to the Commencement of the work contemplated herein such Contractor will furnish and file with the City, a suitable bond with good and sufficient corporate surety thereon, conditioned on the performance by Contractor of the obligations set forth under this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Helen F. Walker
Robert E. Walker
Warren Atkinson

M. L. Hall
Milton J. Fineberg
Jacob Lutz

Atkinson and Company
by: H. T. Smoots, Agent
Contractor

Brendonshire Co. Inc.
by: Kenneth P. Fry
President

(No Seal)

CITY OF INDIANAPOLIS, INDIANA
By: Russell J. Dean, President
Hugh G. Baker, by James E. Noland
Vice President

Attest:

Louis P. M. Adams
its Executive
Secretary

R. E. Schreiber, Member
A. J. Sielooff, Member
ITS BOARD OF PUBLIC WORKS

Approved:
P. L. Bayt, as Mayor.

City of Indianapolis, Indiana
S E W E R S E R V I C E A G R E E M E N T

THIS AGREEMENT, made and entered into this 26th day of July, 1956, by and between Helen F. Walker and Robert E. Walker, her husband, Brendonshire Co., Inc. a corporation, Warren Atkinson, M. L. Hall, Milton J. Fineberg, and Jacob Lutz Parties of the First Part, hereinafter sometimes called the "Owners", and the City of Indianapolis, Indiana by and through its Board of Sanitary Commissioners, for and on behalf of the Sanitary District, and the Board of Works and approved by the Mayor, Party of the Second Part, hereinafter sometimes called the "City" WITNESSETH:

WHEREAS, the undersigned owners have filed a written petition requesting permission to connect to the City's public sanitary sewer on 46th Street and Bolton Avenue for the purpose of discharging sanitary sewage into said City sewer System, and

WHEREAS, the property owned by the undersigned and being hereinafter further described is situated outside of the corporate limits of the City of Indianapolis and outside of the Sanitary District of said City, and

WHEREAS, such property was not included within the area originally assessed for the cost of construction of such existing public sewer, but such property is intended to be observed by a main sewer and lateral connection hereafter intended to be installed by the City, and for which main sewer and/or lateral connection thereto such property is intended to be assessed here for, and

WHEREAS, after due consideration of this petition the City is willing to permit a connection to be made to the Public Sewer system of the City of Indianapolis, to serve the property of the Owners, providing that the owners agree to pay an assessment or charge for the privileges of connection to the City's sewer System and providing that the Owners agree to pay an annual fee or sanitary service charge so long as such property remains outside of the Sanitary District of the City of Indianapolis, and providing further that the owners agree to certain terms and conditions, herein contained, pertaining to such sewer service.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, and of the acts on the part of each party to be performed hereunder, it is agreed as follows, namely:

1. The parties of the first part may construct, maintain, operate and use a sanitary sewer connection the following real estate belonging to the Owners, to wit:

BRENDONSHIRE

West half of the North West 1/4 of Section 11,
Township 16 North range 4 east in Marion County,
Indiana.

and all improvements thereon, to and with the City's public sanitary sewer system, all as shown upon the drawing attached hereto and marked "Exhibit A", and which by this reference thereto is hereby made a part hereof.

2. The Owners agree to pay, construct, operate, and maintain said sewer lines at their own expense and upon the following terms and conditions, to wit:

(a) The City Civil Engineer of the City of Indianapolis shall have the right to supervise and direct the laying of said connecting sewer, all in accordance with the detailed drawing and standard specifications therefor.

(b) All work in connection with the installation and construction of said connecting sewer shall be performed subject to all the rules and regulations of the City and subject to all Ordinances of the City of Indianapolis, governing this class of work.

(c) The Owners shall thoroughly refill, compact and maintain all trenches in a condition satisfactory to the City Civil Engineer; and shall immediately repair and maintain any sidewalk, curb or pavement damaged by the excavation, installation, construction, maintenance, and/or use of said sewer.

3. The Parties of the First part agree to pay to the City of Indianapolis the sum of \$---, the receipt of which is hereby acknowledged, being a fee fixed by the Party of the Second Part and paid by said Owners for the privilege of connecting the above described property to the City's sewer system.

4. The Parties of the First Part further agree that they will pay any and all charges levied by the Board of Sanitary Commissioners, representing the Sanitary District of Indianapolis, for the treatment of sewage in the Sewage Treatment Plat operated by the Board of Sanitary Commissioners, which charges are provided by the laws of the General Assembly of the State of Indiana, Acts 1953, Chapter 160, and all amendments thereto; Said charges will be paid by the Owners in accordance with rules and regulations established by said Board of Sanitary Commissioners and shall be a separate annual charge.

5. It is understood by the Parties hereto that this sewer and the connection thereto shall be used for and as a Sanitary Sewer, with storm water run-off from roofs, areas, yards, driveways, and all other

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areas strictly prohibited.

6. The Parties of the First Part shall not extend the use of this service to served additional lots or land or to any additional party, without the express written permission of the City.

7. It shall be understood by the parties hereto, that such permission is granted as a special privilege and if at any time the City shall construct any sewer or sewers, local or district, which shall serve and area in which the above described real estate is included, then the owners of said real estate hereby agree to pay all assessments which may be lawfully levied and assessed against said real estate for the construction of any such sewer or sewers, and said owners will not attempt to avoid payment of such assessments on the ground that such sewer or sewers will not benefit said real estate by reason of the existence of the sewers herein permitted to be connected to said City's sewer system.

8. It is further understood by the parties hereto that if at any time in the future, a petition shall be filed with the proper authority requesting the annexation of said above described real estate either separately or in conjunction with other real estate, owners promise and agree, for themselves, their executors, administrators, heirs, devisees, grantees, successors and assigns, that they will make no objections to such annexation, file no remonstrance against the same, nor will they take an appeal from any order or judgment, or file any complaint or action against such annexation proceedings.

9. The Owners agree to indemnify and save harmless the City of Indianapolis from any and all loss, damage, expense, claims, demands, actions or causes of action arising out of the construction, maintenance or operation of said connecting sewer line, or occasioned by or in any way growing out of the owners availing themselves or the permit herein granted, whether such loss shall be suffered directly by the City or through its liability to third persons by reason of injuries to persons or damages to property.

10. It is expressly understood and agreed by and between the parties hereto that in the event any question is raised at any time in the future as to the continuance of said sewer service connection, the City shall have the right, after notice to the persons affected and a hearing thereon, which shall be final and conclusive, to revoke this permit for cause whether or not said cause is the fault of the parties of the First Part or Owners and even if said cause arises from a mere change in circumstances and to disconnect said sewer service connection, refunding the sum paid as a connection charge less a reasonable amount for disconnecting the same. In the event said sewer line is

disconnected by the City, the Parties of the First Part hereby release and forever discharge the Party of the Second Part from any loss they may sustain, or claim to sustain by reason of said sewer being disconnected.

11. This agreement shall be subject to the following additional special provisions;

1. The owners will convey all right, title and interest in their privately constructed sewer and lift station to the Sanitary District of Indianapolis.

2. The owners in developing their properties will dedicate roads and storm sewers to the public and grant all interest therein to the county or city as the case may be.

3. Any lateral and connecting sewers to be constructed will be constructed by the owners at their expense.

4. The Board of Sanitary Commissioners shall have the right to approve the engineers drawings for all sewers to be constructed by the owners herein and the right to supervise such construction in conjunction with City Engineer.

12. This instrument shall run with the property herein above described, and shall be binding upon the Parties of the First Part, their personal representatives, heirs, devisees, grantors, successors and assigns so long as said sewer service or any part of said sewer service shall be used privately by them. At such time as it shall cease to be so used, then this agreement shall immediately cease and terminate and this instrument shall be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have executed this instrument at Indianapolis, Indiana, in quaduplicate as of the day and year first above written.

Helen F. Walker
Robert Walker
Milton J. Fineberg

Jacob Lutz
M. L. Hall
Warren Atkinson.

PARTIES OF THE FIRST PART.

BRENDONSHIRE CO., INC. (No Seal)
By: Kenneth P. Fry, President

Attest:
Stanley Norris
its Executive Secretary

CITY OF INDIANAPOLIS, INDIANA
James C. Courtney, President
Oscar F. Barry, Sr.
Clarence T. Drayer
ITS BOARD OF SANITARY COMMISSIONERS

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MARION COUNTY MASTER PLAN, PERMANENT ZONING ORDINANCE.
Certified copy of Ordinance for Master Plan prepared by Marion County
Plan Commission, adopted by the Board of Commissioners November 12, 1948,
recorded February 24, 1949 in Miscellaneous Record 430 page 384, etc.

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AN ORDINANCE FOR THE PURPOSE OF PROMOTING THE PUBLIC HEALTH, SAFETY, MORALS, COMMERCE, PROSPERITY AND WELFARE OF THE PRESENT AND FUTURE INHABITANTS OF MARION COUNTY BY REGULATING THE USE AND INTENSITY OF USE OF LAND, THE LOCATION OF TRADES, CALLINGS, INDUSTRIES AND COMMERCIAL ENTERPRISES, AND THE LOCATION OF BUILDINGS AND STRUCTURES DESIGNED FOR SPECIFIC USE AND DIVIDING THE UNINCORPORATED AREAS OF SAID COUNTY INTO ZONING DISTRICTS AS HEREINAFTER DESCRIBED, AND DESCRIBING MINIMUM DWELLING DIMENSIONS AND LOT AREA REQUIREMENTS FOR RESIDENCE DISTRICTS AND DEFINING EACH USE CLASSIFICATION IN SAID ZONING DISTRICTS, PROVIDING STANDARDS FOR SUBDIVISION DEVELOPMENT, A THOROUGH-FARE PLAN AND GENERAL PROVISIONS AND EXCEPTIONS AND CREATING THE MARION COUNTY BOARD OF ZONING APPEALS, CREATING THE MARION COUNTY PLAN COMMISSION, ADOPTING A MASTER PLAN AND PERMANENT ZONING ORDINANCE AND A BUILDING CODE, AND PROVIDING FOR THE ENFORCEMENT OF SUCH ORDINANCE AND BUILDING CODE AND MASTER PLAN AND PROVIDING PENALTIES FOR THE VIOLATION OF ANY OF THE PROVISIONS THEREOF, AS AUTHORIZED BY SECTION 56 CHAPTER 174 OF THE ACTS OF THE 1947 INDIANA GENERAL ASSEMBLY. THE TWENTY (20) ZONING DISTRICTS AS HEREIN PROVIDED FOR ARE DESIGNATED AS FOLLOWS:

F-1. Forestry District; A-1, A-2, Agricultural Districts; R-1, R-2, R-3, R-4, R-5, Residential Districts; B-1, B-2, B-3, B-4, B-5, B-6, Business Districts; I-1, I-2, I-3, Industrial Districts; RT-1 Residential District Temporary; S. Special Uses District; RR, Railroad District. Location and boundaries of such districts are shown on maps attached thereto.

Master Plan amended December 21, 1949, to include a Secondary-Zoning District, designated as follows: G-S, Gravel-Sand District.

Master Plan amended May 9, 1950 to include an additional Primary District, designated as follows: R-6 Residential District.

Master Plan amended June 27, 1950, to include two additional Primary Districts, designated as follows: RT-2 District (Temporary Residence) and RT-3 District (Temporary Residence).

Under General Provisions and exceptions it is provided that any lot shown upon a recorded subdivision, or any lot for which a deed has been recorded or for which a contract of sale is in effect at effective date of the ordinance, may be used as a building site. Special classification and building line requirements may be applied to such non-conforming lots. Lawful non-conforming use existing at effective date of ordinance may also be continued but not expanded.

A County Plan Commission of nine members is created, which shall pass upon filing of all plats and subdivisions and impose regulations for location and coordination of highways, public buildings and services, utilities and sewers; said Commission shall also issue improvement location permits. A building code, consisting of all the rules and regulations contained in Vols. I, II, III and IV of the Administrative Building Council of Indiana is adopted, to be administered by the Marion County Building Commissioner, and inspectors appointed by the plan Commission, who will issue building permits upon approval of plans and specifications. All improvements and installations must be inspected and approved by the Building Commissioner.

A Board of Zoning Appeals of five members is created to determine appeals from orders of requirements of the Building Commissioner, and to pass upon appeals for variance from certain provisions of the Zoning Ordinance in proper cases. Appeals may be taken to the Circuit or Superior Court from actions of the Board of Zoning Appeals and the Plan Commission.

A structure located or used in violation of the ordinance is declared to be a common nuisance. Suit may be filed by the Plan Commission for restraining order against violation or for mandatory injunction for removal of structure in violation.

The real estate described in the caption of this abstract lies within District R-2 as shown by the Zoning Maps in the office of the Marion County Plan Commission.

This Certificate is a Synopsis only of the general provisions. For specific details, reference should be had to the complete Text of the ordinance.

43 According to the classification map, the real estate described in the caption of this abstract is situated in Residential District, designated R-2.

Section 2 - R-2 Districts.

In a residential district designated R-2 no building or land shall be used and no building shall hereafter be located, erected, converted, or structurally altered unless otherwise provided herein except for one or more of the following uses:

Section 2.001 - Uses:

- (1) Any use permitted in R-1 District
- (2) Single family dwelling
- (3) Church, school, library, community center
- (4) Public park, public playground
- (5) Accessory buildings customarily incident to any of the above uses including garages and dwellings, or living quarters for help when located in conformity with the set-back regulations hereinafter prescribed.

Section 2.002 - Height :

In an R-2 residential district no building shall be erected to a height greater than thirty-five (35) feet measured from the grade to the line of the eaves of such building.

Section 2.003 - Yards:

For every building hereafter erected or structurally altered, in an R-2 district, there shall be provided a front yard in compliance with dwelling set-back regulations, and a rear yard of not less than forty (40) feet in depth and a side yard on each side of the building of not less than twenty (20) feet in width.

Section 2.004 - Building set-back line:

Between a building set-back line as herein established and the street or highway right-of-way line no building or portion of a building other than an unenclosed porch or ornamental fence or wall not exceeding 3 1/2 feet in height may be erected.

In R-2 residential districts the front building set-back line is hereby established at seventy-five (75) feet from the street or highway right-of-way line upon which said dwelling fronts; provided, however, that where said building set-back lines have been otherwise legally established then the building set-back line shall be a distance from the street or highway right-of-way line equal to the average distance of existing residence building from the street or highway right-of-way line.

Section 2.005 - Lot Area:

In an R-2 residential district no dwelling shall hereafter be erected or structurally altered upon a lot having an area of less than 20,000 square feet per housekeeping unit, and a minimum lot frontage of ninety (90) feet for each dwelling.

Section 2.006 - Dwelling Dimensions:

In an R-2 residential district no dwelling shall hereafter be located, erected or structurally altered, which has a ground floor area, exclusive of open porches and attached garages, of less than 1200 square feet in the case of a one-story building, or less than 800 square feet in the case of a higher building.

ORDINANCE

NOW THEREFORE BE IT ORDAINED By the Board of Commissioners of the County of Marion, Indiana, that the text of the Marion County Master Plan Permanent Zoning Ordinance be amended in the following particulars, to wit:

That Sub-section 2.003 of Section 2, Chapter VI, be amended to read as follows:

Section 2.003 - Yards:

For every main building hereafter erected or structurally altered, in an R-2 district, there shall be provided a front yard in compliance with dwelling set-back regulations, and a rear yard of not less than forty (40) feet in depth and a side yard on each side of the building equal in width to fifteen (15) per cent of the lot at the set back line or twenty (20) feet which ever is the lesser.

That Sub-section 2.005 of Section 2, Chapter VI, be amended to read as follows:

Section 2.005 - Lot Area:

In an R-2 residential district no dwelling shall hereafter be erected or structurally altered upon a lot having an area of less than 20,000 square feet per housekeeping unit, and a minimum lot frontage of less than ninety (90) feet, for each dwelling measured at the set-back line.

NOW BE IT FURTHER ORDAINED, That an emergency exists for the passage of this ordinance and that same shall be in full force and effect from and after this date.

Dated: June 27, 1950.

Fred W. Nordsiek,
Wm. M. Allison (SEAL)
THE BOARD OF COMMISSIONERS, COUNTY OF
MARION, INDIANA.

Attest:

Ralph F. Moore,
Auditor of Marion County.

170
130
5100
170
22100

VARIANCE.

Variance
No.62
Year 1958

44.

Feb. 21, 1958. Brendonshire Co., Inc., by Robert Scherschel, Surveyor, filed application for a variance of area from R-2 district front building line requirements being 75' to provide for the acceptance of a 60' set back on lots 24 to 46 inclusive, 51 to 57 inclusive; 65' on Lots 48 to 50 inclusive and 50' on Lot #47, Brendonshire 2nd Addition, adjoining Brendonshire 1st Addition on the east and south in Lawrence Township.

March 11, 1958, Variance granted.

OWNER: Brendonshire Co., Inc.,
Real Estate: Lots 24 thru 57 Inc., Brendonshire 2nd
Section. Located in NW 1/4 Section 11, Twp. 16 N.
Range 4 East.

July 8, 1958

45.

We hereby certify that no other variance has been granted by the Board of Zoning Appeals of Marion County, Indiana, affecting the use of the real estate described in the Caption hereof.

RESOLUTION ADOPTING EXISTING MASTER PLANS AND MAKING
RECOMMENDATIONS TO THE MARION COUNTY COUNCIL.

46

Be it resolved by The Metropolitan Plan Commission of Marion County, Indiana, that in order to consolidate the various existing master plans and zoning and subdivision control ordinance now in force in Marion County, Indiana, and the classified cities and towns of Marion County, Indiana, The Metropolitan Plan Commission of Marion County, Indiana, adopts all existing master plans now in force in Marion County, Indiana, and the classified cities and towns of Marion County, Indiana.

And to the end that adequate light, air, convenience of access, and safety from fire, flood, and other danger may be secured, that congestion in the public streets may be lessened or avoided, that property values may be preserved, and that the public health, safety, comfort, morals, convenience and general public welfare may be promoted, be it further resolved by The Metropolitan Plan Commission of Marion County, Indiana that it recommends to The Marion County Council the adoption by it without amendment of all existing zoning and subdivision control ordinances now in force in Marion County, Indiana, and the Classified cities and towns of Marion County, Indiana.

And be it further resolved by The Metropolitan Plan Commission of Marion County, Indiana, that in case any lands within Marion County, Indiana, are not zoned by existing zoning ordinances, The Metropolitan Plan Commission of Marion County, Indiana, recommends that the resolution to be adopted by the Marion County Council pursuant to Section 5 of Chapter 184 of the Acts of 1957, set forth the following residential or agricultural zoning Classifications for such unzoned lands:

If such lands lie inside the corporate limits of any incorporated city or town within Marion County, Indiana, that they be classified and zoned R-3 as that classification and zoning is defined and prescribed in the existing Marion County Master Plan Permanent Zoning Ordinance, and,

If such lands lie outside the corporate limits of any incorporated city or town within Marion County, Indiana, that they be classified and zoned A-2 as that classification and zoning is defined and prescribed in the existing Marion County Master Plan Permanent Zoning Ordinance, said existing Marion County Master Plan Permanent Zoning Ordinance, being one of the aforesaid existing zoning ordinances now in force in Marion County, Indiana, which The Metropolitan Plan Commission of Marion County, Indiana, hereby recommends to The Marion County Council for adoption by it without amendment.

NOTE: Above Resolution passed by the Metropolitan Plan Commission of Marion County at its regular meeting, held March 27, 1957, and certified to the Marion County Council by the Secretary of the Metropolitan Plan Commission and adopted by said Marion County Council as Ordinance #8, 1957. Effective March 28, 1957.

Copy of above Resolution recorded April 1, 1957 in Deed Record 1657 page 486.