

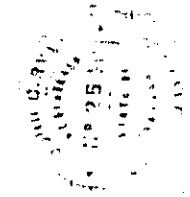
BRIARGATE ADDITION.

I, the undersigned, JOHN C. RYAN, Registered Surveyor # 2540 in the State of Indiana, do hereby certify that the within platred addition, "BRIARGATE," was surveyed by me, and is true and correct of the following described part of the Northeast 1/4 of the Southwest 1/4 of Section 33, Township 17 North, Range 3 East, in Marion County, State of Indiana;

Beginning at a point in the west line thereof distant north therein 1717 feet of the south line of said section 33, thence east parallel to the south line thereof 1344.74 feet to a point in the east line of said NE 1/4 of the SW 1/4 section, thence north therein 927.5 feet to the northeast corner thereof, thence west in and along the north line thereof 1335 feet to the northwest corner thereof, thence south in and the west line thereof 941.2 feet to the place of beginning, containing 28.76 acres.

This sub-division contains 60 lots numbered 1 to 60, both inclusive
 Sizes of lots and widths of streets are in feet and decimal fractions thereof.
 Witness my hand and seal this 31st day of July, 1954.

John C. Ryan
 JOHN C. RYAN
 REG. LAND SURVEYOR # 2540
 STATE OF INDIANA



We, the undersigned, HARRY ADLER, ELIZABETH ADLER and JON E. BLAKE, president and CLARENCE E. CHATFIELD Secretary, for the BLAKE CONSTRUCTION CO., INC., being owners of all the real estate herein described do hereby lay-off, subdivide and plat into lots and streets said described property, this subdivision to be known as BARGATE ADDITION, Marion County, Indiana.

THE streets are hereby dedicated to public use. THERE are strips of ground five feet in width as shown on the plat reserved for the use of the public utilities companies (not including transportation companies) for the installation and maintenance of wires, poles, mains and ducts, subject to the authority of the Marion County Planning Board and to the easement herein reserved. No driveway or other structures shall be erected thereon by the owners of such lots but such owners shall take their line, subject said easement herein granted and reserved for ingress and egress in, along, across and through the several strips of ground aforesaid.

Front yard and building lines are hereby established, adopted and designated in the above plat. Between such building lines and the property lines of the streets there shall not be erected or maintained any building or structure, other than open one story porches.

All one lots in said Addition shall be known and described as residential lots and no structure shall be erected thereon other than single detached family dwellings not to exceed two stories in height and garages for use in connection therewith, not to exceed two car garages. No business building or structure of any kind shall be erected on any lot in this Addition.

All septic tanks built and constructed on any lot in said Addition shall be in conformity with, and meet the specifications and requirements established by the State Board of Health from time to time for the construction of septic tanks and sewer systems. No lot in said Addition shall be subdivided for the purpose of building additional residential buildings thereon but each lot in the aforesaid Addition shall be restricted to one family dwelling house.

No trailer, garage, tent, shack, garage, barn or other out-building erected on any lot, shall at any time be used as a residence, either temporarily or permanently. No structure shall be moved onto any lot in said Addition, unless it shall conform to, and be in harmony with existing structures in said Addition.

A perpetual easement is expressly reserved over the rear five feet of each of the lots in the aforesaid Addition for utility easements as herein set out. The foregoing covenants and restrictions are to run with the land and shall be binding on all parties hereon, and all parties claiming under, by or through them, and to any and all lots now owned by the respective parties as set forth above until the first day of January, 1961, at which time said covenants and restrictions shall terminate.

If the owner of any lot in said Addition shall violate any of the covenants and restrictions or attempt to violate the same, before January 1st, 1961, any person or persons any of the other lots above described may institute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, or may recover the value of any lot or lots of the remaining provisions which shall remain in full force and effect.

The validity of any one or more of the foregoing covenants or restrictions by judgment of court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

Marion County, Indiana

Harry Adler
Harry Adler
Elizabeth Adler
Elizabeth Adler
Blake Construction Co. Inc.
by Jon E. Blake
Jon E. Blake, President
Clarence E. Chatfield
Clarence E. Chatfield, Secretary

I, the undersigned, being a duly authorized Notary Public in and for said county, do hereby certify that Harry Adler, Elizabeth Adler, Jon E. Blake, and Clarence E. Chatfield, personally appeared before me and signed the within instrument in my presence, and swore that such was their voluntary act and that they were familiar with all the acts herein expressed, and were in full accordance therewith.

APPROVED THIS 19th DAY OF AUGUST, 1954. COUNTY PLAN COMMISSION COUNTY OF MARION
Frank J. Wiersma PRESIDENT
Frank H. Jones SECRETARY

Witness my hand and seal this 14th day of August 1954
David H. Wierles
Notary Public
My Commission Expires June 15, 1958

RECORDED AT 1-5 MARION COUNTY INDIANA AUG 27 1954

APPROVED THIS 23rd DAY OF August 1954
Marion County
Donald Caldwell DRAFTSMAN

DUTY ENTERED FOR TAXATION AUG 27 1954
Roy T. Combs COUNTY ATTORNEY

Copy 2, 214

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~~STATE OF INDIANA, COUNTY OF MARION, SS:~~

~~Personally appeared before me, the undersigned, Stanley Selig and Dona Selig, husband and wife, who acknowledged the foregoing dedication of public highway as their voluntary act and deed.~~

~~Witness my hand and Notarial seal this 4th day of June, 1953.~~

~~Eleanor T. Thompson (LS)
Notary Public~~

~~My commission expires: January 24, 1954.~~

Plat Book
29 pages 23 and 24
Inst. #57734
Recorded
Aug. 23, 1954

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PLAT OF BRIARGATE ADDITION

I, the undersigned, John C. Ryan, Registered Surveyor #2540 in the State of Indiana, do hereby certify that the within platted Addition "Briargate" was surveyed by me, and is true and correct of the following described part of the Northeast 1/4 of the Southwest 1/4 of Section 33, Township 17 North, Range 3 East, in Marion County, State of Indiana:

Beginning at a point in the West line thereof distant north therein 1717 feet of the south line of said Section 33, thence east parallel to the South line thereof 1344.74 feet to a point in the East line of said NE 1/4 of the SW 1/4 Section, thence north therein 929.5 feet to the northeast corner thereof, thence west in and along the north line thereof 1335 feet to the northwest corner thereof, thence south in and --- the West line thereof 941.4 feet to the place of beginning, containing 28.76 acres.

This subdivision contains 60 lots numbered 1 to 60 both inclusive.

Sizes of lots and widths of streets are in feet and decimal fractions thereof.

Witness my hand and seal this 31st day of July, 1954.

John C. Ryan (LS)
Reg. Land Surveyor #2540
State of Indiana

We, the undersigned, Harry Adler, Elizabeth Adler and Jon E. Blake, president and Clarence E. Chatfield, Secretary for the Blake Construction Co., Inc., being owners of all the real estate herein described, do hereby lay-off, subdivide and plat into lots and streets said described property, this subdivision to be known as Briargate Addition, Marion County, Indiana.

The streets are hereby dedicated to public use.

There are strips of ground five feet in width as shown on the plat reserved for the use of the public utilities companies, (not including transportation companies) for the installation and maintenance of wires, poles, mains and ducts, subject at all times to the authority of the Marion County Planning Board and to the easement herein reserved.

No permanent or other structures shall be erected thereon by the owners of such lots, but such owners shall take their title subject -- said easement herein granted and reserved for ingress and egress in, along, across, and through the several strips of ground aforesaid.

Front yard and building lines are hereby established, adopted and designated in the above plat. Between such building lines and the property lines of the streets there shall not be erected or maintained any building or structure, other than open one story porches.

All the lots in said Addition shall be known and described as residential lots and no structure shall be erected thereon other than single detached family dwellings not to exceed two stories in height, and garages for use in connection therewith, not to exceed two car garages. No business building or structure of any kind shall be erected on any lot in this Addition.

All septic tanks built and constructed on any lot in said Addition shall be in conformity with, and meet the specifications and requirements established by the State Board of Health from time to time for the construction of septic tanks and finger systems thereto.

No lot shall be re-subdivided for the purpose of building additional residential buildings thereon, but each lot in the aforesaid Addition shall be restricted to one family dwelling houses.

No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot, shall at any time be used as a residence either temporarily or permanently.

No structure shall be moved onto any lot in said Addition, unless it shall conform to, and be in harmony with existing structures in said Addition.

A perpetual easement is expressly reserved over the rear five feet of each of the lots in the aforesaid addition for Utility installation as herein set out.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties hereto, and all parties claiming under, by or through them, and to any and all lots now owned by the respective parties as set forth above until the first day of January, 1981, at which time said covenants and restrictions shall terminate.

If the owner of any lot in said Addition shall violate any of the foregoing covenants and restrictions or attempt to violate the same, before January 1st, 1981 any person or persons ---- any of the other lots above

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described, may prosecute proceedings at law, or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, or may recover-----

The invalidity of any one or more of the foregoing covenants or restrictions by judgment or court order shall in no wise affect any of the remaining provisions, which shall remain in full force --- affect.

Harry Adler
Elizabeth Adler
Blake Construction Co., Inc.
(Corp. Seal)

By Jon E. Blake, President
Clarence E. Chatfield, Secretary
MARION COUNTY, STATE OF INDIANA, SS:

I, the undersigned being a duly authorized Notary Public, in and for said county, do hereby certify that Harry Adler, Elizabeth Adler, Jon E. Blake and Clarence E. Chatfield, personally appeared before me and signed the within instrument in my presence, and swore that such was their voluntary act and that they were familiar with all the acts herein expressed, and were in full accordance therewith.

Witness my hand and seal this 11 day of August, 1954.

Gerald H. Garshes (LS)
Notary Public

My commission expires June 15, 1958.

Approved this 19th day of August, 1954.
County Plan Commission
County of Marion (LS)

Frank J. Unversaw, President
Fred H. Norris, Secretary
Approved this 23rd day of August, 1954.
James W. Galbert,
Marion County Draftsman.

NOTE: Above platted real estate was changed from A-2 District Zoning to R-3 District Zoning, by virtue of application for said change filed July 27, 1954, and approval thereof by 8 members of the Marion County Plan Commission August 19, 1954.

~~Mortgage Record
17 page 49
Inst. #14845
June 9, 1896
recorded
Sept. 10, 1896~~

~~Marcellus H. Griffey
(signed Marcellas
Griffey) and Ida L. Griffey,
his wife, first parties
to
Alexander McKnight and
William J. Murphy, the
second parties~~ Lease

~~For the term of six months or so long as oil, gas,
or other mineral is found upon the premises in paying~~