



STILLWATER

AGREEMENT TO PURCHASE

2006 01248

This agreement made and entered into this May 5, 2004, by and between **Stillwater Properties, LLC** (Hereinafter called "Developers") and **Valenti Construction, Inc.**, (Hereinafter called "Purchaser").

Whereas, the developers are the owners of a certain parcel of real estate described, as follows:

(10 Lots Stillwater Unit 5) Lots 61-66, 68-71

Whereas the developers are desirous of maintaining certain standards of construction within the subdivision, as set forth in the restrictions and covenants of said subdivision, a true and exact copy of which restrictive covenants have been received by purchaser.

Now, therefore, the parties do hereby agree as follows:

1. Purchase Price: Purchaser agrees to pay:

\$57,900 for Lots 61,62,63,69; \$52,000 for Lots 64,65,66; \$52,900 for Lots 68,70,71

2. Method of Payment: \$10,000 deposit per lot with signing of offer. Closing of each lot shall occur with closing of home to be built on lot.

3. The above lots shall be fully improved as shown in the final engineering plat approved by the City of Crown Point.

4. The subject lots will be deeded to purchaser after purchaser makes the payments and performs the terms and conditions included in this contract.

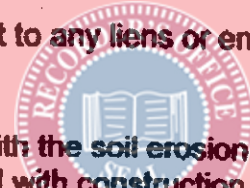
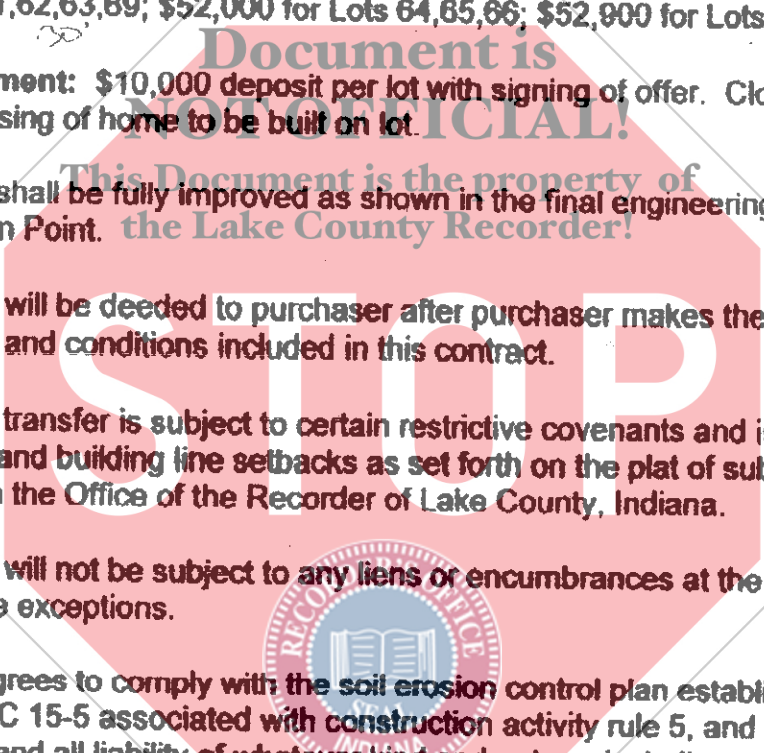
5. The subject lots transfer is subject to certain restrictive covenants and is also subject to certain easements and building line setbacks as set forth on the plat of subdivision which shall be recorded in the Office of the Recorder of Lake County, Indiana.

6. The subject lots will not be subject to any liens or encumbrances at the time of transfer except standard title exceptions.

7. Purchaser agrees to comply with the soil erosion control plan established by the developer in 327 IAC 15-5 associated with construction activity rule 5, and hold the developer harmless from any and all liability of whatever kind and nature, including payment of damages and attorney fees, which may result from non-compliance of the purchaser with the terms of this provision. *SILT Fencing by developer maintained by purchaser.*

8. Purchaser or purchasers subsequent builder agree to set top of foundation height at attached "T/F" elevation and to return rear and side line elevations to final grade as shown on the plan to be provided by Intercon Engineering Corporation and approved by the Crown Point Planning Commission. It is the responsibility of the Purchaser to adjust dirt quantity for required foundation and finish grade elevations. Purchaser shall be liable for any errors by contractor.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDER
2006 FEB 11 PM 2:41
MICHAEL A. BROWN
RECORDER



(R.S)

60-

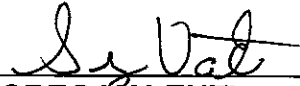
18-
#4352/

9. All real estate taxes assessed against the property after closing shall be paid by the purchaser. If construction commences on lot prior to closing, all taxes after issuance of building permit shall be paid by the purchaser.
10. A title commitment by TICOR or Chicago Title in the amount of the lot purchase price shall be furnished to the purchaser by the developer at the time of final closing.
11. The closing shall occur at the office of the title company issuing the title commitment. If purchaser desires to close at an alternate location, any additional costs of the closing shall be paid by the purchaser.
12. It is further mutually agreed by and between the parties hereto that the time of payment shall be the essence of this agreement. In the event this agreement is breached by the purchaser, the parties agree that the earnest money deposit shall be forfeited to the seller as liquidated damages plus the purchaser shall relinquish all rights and interests and automatically forfeit earnest money to developer.
13. All the covenants and conditions herein contained shall extend and be obligatory upon the heirs, executors, administrators and assigns of the party hereto.
14. The purchaser and developer hereby acknowledge that the listing broker is the agent of the seller and the selling broker is the agent of the buyer. If Century 21 Executive Realty, Inc. is both the selling and listing broker, the agent(s) shall operate as a Limited Agent under the laws of the State of Indiana. If you have any questions, contact an attorney or review the limited agency disclosure available to you.
15. Purchaser shall receive a copy of the plat of subdivision for the phase in which they are purchasing. If any additional surveys are needed or requested by purchaser, they shall be at the purchasers cost. *Developer shall stake all lot corners. 6.V. (R.S.)*
16. Soil Guarantee: Seller guarantees soil suitable for normal building loads to a depth for a standard 4' wall under the main structure and garage. In the event unsuitable soil is found, it shall be the sellers option to refund the cost of the lot or repair soils to be suitable for building. Any soil tests shall be done by the seller's soil testing company, and all building shall cease until a mutual decision is reached. If buyer proceeds without authorization from seller, seller shall be held harmless for any costs of overdig or soil repair.
17. Purchaser agrees that any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in accordance with the American Arbitration Association, and judgment upon the award by Arbitrator(s) may be entered in any Court having jurisdiction thereof. Arbitration may be initiated by contacting the American Arbitration Association, 225 N Michigan Ave, Suite 2527, Chicago, Illinois 60601. Cost of the Arbitrator will be paid equally by the Developer and Purchaser.
18. All lots shall be ready for building with permits by June 1st, 2004 .

CERTIFICATION

I, Greg Valenti, an authorized representative of Valenti Construction, Inc., do hereby certify the foregoing to be a true and accurate copy of the original Agreement to Purchase entered into on May 5, 2004, by and between Stillwater Properties, LLC (hereinafter called "Developer") and Valenti Construction, Inc. (hereinafter called "Purchaser").

IN WITNESS WHEREOF, I have executed this Certification this 14th day of February, 2006.



**GREG VALENTI, authorized
representative of Valenti Construction, Inc.**

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, this 14th day of February, 2006, personally appeared **GREG VALENTI** who acknowledged the execution of the foregoing instrument as his free and voluntary act.

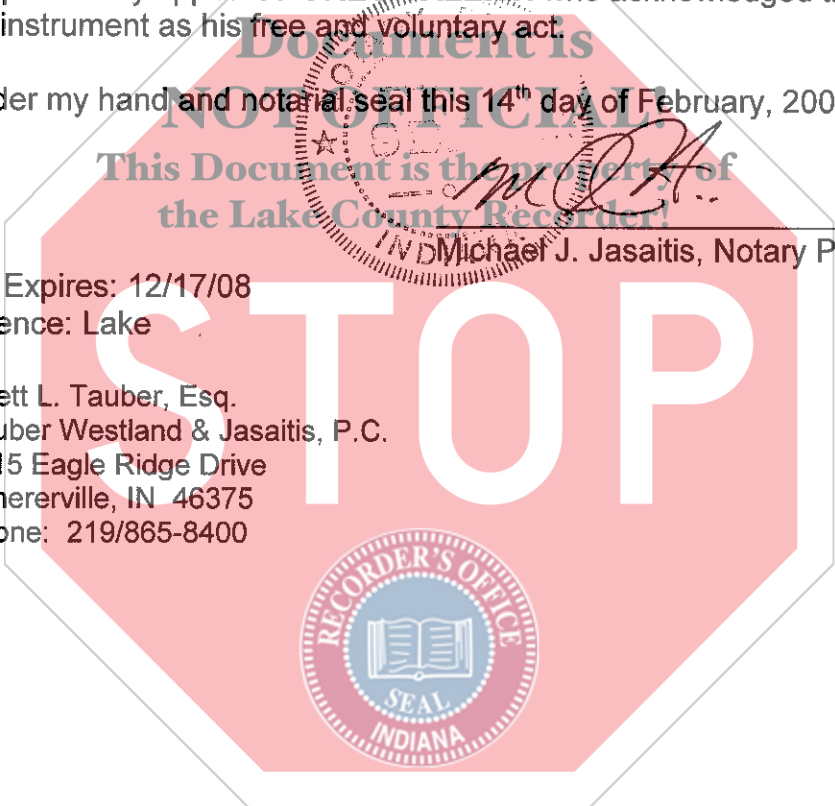
Given under my hand and notarial seal this 14th day of February, 2006.

This Document is the property of the Lake County Recorder!

Michael J. Jasaitis, Notary Public

My Commission Expires: 12/17/08
County of Residence: Lake

Prepared by: Rhett L. Tauber, Esq.
Tauber Westland & Jasaitis, P.C.
1415 Eagle Ridge Drive
Scherverville, IN 46375
Phone: 219/865-8400



Prescribed by the
State Board of Accounts
(2005)

County form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.




Signature of Declarant

MICHAEL JASAITIS
Printed Name of Declarant