

**DOUBLETREE DEVELOPERS, LLC
PROPERTY PURCHASE AGREEMENT**

This "Agreement" made and entered into as of this ____ day of _____, 2019 by and between DOUBLETREE DEVELOPERS, LLC (the "Seller") and _____ (the "Buyer") for the purchase of Property described herein under the terms and conditions as hereinafter set forth.

WITNESSETH:

WHEREAS, Seller is the owner of certain Property together with all improvements located thereon and all rights and appurtenances thereunto as may be more particularly described on a legal description attached hereto as Exhibit "A" and further defined in Section 1 below, and made a part hereof (the "Property"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Property on the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1) **PROPERTY:** The Property is commonly known as follows:

,Winfield Township, Town of Winfield, County of Lake, State of Indiana.

2) **PURCHASE PRICE:** The purchase price for the Property shall be _____ Dollars and 00/100 (\$_____.00), the "Purchase Price", payable as follows:

- a) The sum of Two Thousand Dollars and 00/100 (\$5,000.00) due upon Buyer's execution of this Agreement as Earnest Money to apply toward the Purchase Price, to be held by Seller, without interest accruing, pending the closing of this transaction. If Seller fails to perform in accordance with the terms of this Agreement, then this earnest money shall be promptly returned to Buyer.
- b) The balance of the Purchase Price shall be payable upon delivery of a deed at the closing time set forth herein, or at such sooner time as is mutually agreeable by the parties.

3) **TITLE & ENCUMBRANCES:**

The Property is to be conveyed subject only to the following:

- a) Current taxes not delinquent;
- b) All covenants, government regulations and restrictions of record prior to Closing;
- c) All easements, setbacks and restrictions as set on the recorded plat of survey;
- d) All matters listed on the sample title policy attached hereto as File No.: 14-40042-2.

4) **TITLE INSURANCE.** Immediately upon the acceptance of this Agreement by Seller, Seller shall order at Seller's expense a preliminary title report to be issued by Chicago Title Company or a title company mutually selected by Buyer and Seller. Such "Title

Company” shall agree to issue to Buyer an owners title insurance policy in the standard form approved by the American Land Title Association. Such preliminary title report may be initially in the amount of One Thousand Dollars (\$1,000.00). At Buyer’s option, Seller shall increase the amount of the title insurance policy at Buyer’s expense to an amount equal to the Purchase Price and provide Buyer an Owners Title Policy. Such Owner’s Policy shall insure good and marketable title to the Property in the Seller. Seller shall submit a copy of such preliminary title report to Buyer as soon as the same is prepared and Buyer must communicate any objections (excluding items already agreed to in this Agreement) in writing within three (3) days of receipt or it will be assumed that the terms on the title report are accepted by Buyer.

If such preliminary title report or subsequent Owner’s Policy discloses defects in title not expressly consented to herein, Seller, if Seller so elects in its sole discretion, may remedy such defects in title as are susceptible of being remedied, and the Closing shall be delayed for such period as may be reasonably required to remedy such defects. If Seller does not so remedy such defects in title, Buyer shall have the option of (a) completing this purchase and accepting such title as Seller is able to convey without reduction of the purchase price, unless such defects are encumbrances or liens of an ascertainable amount, in which case that amount may be deducted from the purchase price, or (b) declaring this Agreement to Purchase null and void, in which latter event, the Earnest Money paid by Buyer in connection with this Agreement to purchase shall be refunded to Buyer. Upon the making of such refund, this Agreement to Purchase shall be deemed canceled and neither party shall have any further claim against the other by reason there. If requested by Seller, Buyer shall sign a release agreement on Seller’s form.

- 5) **SURVEY.** At Buyer’s request, Seller shall provide a copy of the plat of subdivision including the Property being purchased. If any additional survey(s) are needed or requested by Buyer, they shall be at the Buyers sole cost.
- 6) **PROOF OF FUNDS:** Within ten (10) days from the date hereof, Buyer shall provide Seller with evidence, to Seller’s reasonable satisfaction, of Buyer’s ability to pay the balance of the Purchase Price when due, and Buyer shall secure a commitment for the financing of any portion of the Purchase Price to be financed by a third party by that time. If Buyer fails to perform its obligation under this Section, then Seller may terminate this Agreement upon notice to Buyer. Buyer herein asserts that Buyer has no contingencies to consummating closing as required herein.
- 7) **CLOSING:** Closing shall take place on or before thirty (30) days after the date this Agreement is accepted by Seller or Buyer will be in default. After payment of all monies due, Seller shall deliver possession of the Property to Buyer at Closing. At Closing, Seller shall tender to Buyer a corporate warranty deed. The Buyer shall pay the Purchase Price to the Seller by cashier’s or certified check or by wire transfer at the Closing as may be required by the Title Company. It is mutually agreed by and between the parties hereto that the time of payment shall be the essence of this agreement. Failure to close by the due date shall cause Buyer to relinquish all rights and interests to the Property. If Seller extends the closing date beyond the original due date, at its sole option, a penalty for closing of 1% per month compounded monthly shall be applied to the Purchase Price. Possession shall transfer at closing.

- 8) **TAXES AND PRORATIONS:** Seller shall pay all taxes and special assessments accrued upon the Property up to the date of closing. Current taxes and assessments shall be prorated and adjusted using the latest information available. No re-proration shall occur. If construction commences on the Property prior to closing, all taxes resulting from construction of improvements shall be paid by the Buyer. At closing, Buyer and Seller shall pay any home owners association transfer fees required and Buyer shall supply all its contact information to the HOA. At Buyer's election, Buyer shall pay for the cost of an Owner's policy to Buyer. Buyer and Seller shall each pay their own closing costs as are traditionally prorated in the local marketplace as determined by the Title Company. Seller shall not be responsible for any Buyer financing or other costs. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
- 9) **COMMUNITY ASSOCIATION.** The Property is subject to certain restrictive covenants and is also subject to certain easements and/or 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. Buyer herein asserts it has had the opportunity to review said Covenants, a copy of which is online on the homeowner's association web page: www.doubtreehoa.org.
- 10) **COMMUNITY MAILBOX AND LIGHTPOST.** The HOA has established a uniform mailbox and lightpost for use within the Doubletree subdivision. When the Buyer is ready for those products, Buyer agrees it will purchase those products from Seller's selected vendor, Luxe Design Center, Inc. located in Merrillville IN at 4259 E Lincoln Hwy, Merrillville IN 46410 (or an alternate vendor identified by Seller). Seller represents that Luxe Design Center, Inc. will provide market based pricing. Such products typically have a lead time of 5-6 weeks.
- 11) **INSURANCE.** Prior to Closing, Buyer agrees to obtain and supply Seller with a copy of adequate liability insurance on the Property (minimum \$1million) and agrees to name Seller and its assigns as additional insured on said policy. If Buyer enters upon the Property prior to closing, Buyer herein holds Seller harmless and shall indemnify and defend Seller against any loss or injuries incurred on said Property by Buyer, Buyer's contractors, subcontractors, employees, agents, clients, or any other parties.
- 12) **CONDEMNATION:** If prior to closing, any authority having the right of eminent domain shall commence negotiations with Seller, or commence legal action for temporary or permanent taking or acquiring of all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement by providing Seller with notice of termination within Thirty (30) days of receipt of Seller's notice under this Section or proceed to close, in which event the Purchase Price (i) shall be reduced by the amount of condemnation award; or (ii) shall remain unchanged, and the Buyer shall receive such award in the event that such amounts are paid prior to closing.
- 13) **ACCEPTANCE OF PROPERTY:** Buyer represents and warrants that it has made its own personal investigation of the Property, the improvements thereon, and the surrounding areas to location, value, zoning restrictions, and general conditions, that it

agrees to purchase the Property "as is" with no certifications, representations or warranties, except as set forth in this Agreement.

14) USE & MAINTENANCE OF PROPERTY.

- a) Buyer agrees to maintain the Property and respective construction site(s) from and after the date of Closing. "Maintaining" shall include, but not be limited to, mowing, weeding, grading, cleaning debris, taking appropriate erosion control measures, planting grass, etc.
- b) Buyer shall abide by all ordinances of the Town of Winfield and rules and regulations of the home owners association on each Property(s).

- c) Compliance with the Soil Erosion Control Plan:

The Seller has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15, Storm Water Run-Off Associated with Construction Activity. Buyer acknowledges that Buyer has received a copy of the plan and agrees to take all erosion control measures contained therein as the plan applies to "land disturbing activity" undertaken by Buyer or Buyer's subcontractors, and agrees to comply with the terms of the Seller's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources. (b) The Buyer shall indemnify and hold Seller harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Buyer, Buyer's employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Seller.

- d) It is the responsibility of the Buyer to adjust dirt quantities for required foundation and finish grade elevations if necessary. Buyer shall be responsible for removal of any excess soil if required. However, Buyer shall not remove soils from the subdivision without prior approval of Seller.
- e) Buyer shall not assign this Agreement without the express written approval of Seller.
- f) Buyer shall not sell, assign or otherwise transfer the Property, or Buyer's rights to the Property to another party(s) without the express prior written approval of the Seller unless a home has been constructed and located on the Property by Buyer prior to the transfer. Buyer affirms that any unauthorized assignment or transfer of this Agreement or the Property hereto may be considered a default under this Agreement and it shall be deemed null and void and Buyer shall incur all costs and/or reimburse Seller for all costs, including attorney's fees to facilitate the transfer back to Buyer or to Seller per paragraph g below.
- g) Unless otherwise documented herein, Buyer shall commence construction of a home on the Property or shall enter into a bonafide agreement with a third party to

commence construction of a home within twelve (12) months of the date of Closing. If Buyer fails to do so, or if Buyer desires to sell the Property (unimproved with a home) to a third party, at Seller's sole election, Seller may demand that Buyer sell the Property back to Seller at the Purchase Price Buyer originally paid to Seller for the Property and Buyer shall consummate said sale within 30 days of Seller's demand.

- h) In no case, is Seller transferring any Declarant Rights, granted through the covenants and restrictions, or otherwise, to Buyer. If Seller consummates a sale of the Property to Buyer and later reacquires the Property from Buyer, then Seller's Declarant Rights shall be retained by Seller and apply to said Property as if the original sale had never occurred.
- i) Prior to commencing any construction on the Property, Buyer shall submit plans, specifications and other reasonable documents requested by Seller to Seller for Seller's architectural review and approval (prior to submitting for permit to the Town of Winfield). If Buyer fails to obtain Seller's written architectural approval, Buyer agrees that Seller has the authority to compel Buyer to modify its improvements to comply with Seller's architectural standards, said standards to be set by Seller in its sole judgment.
- j) Buyer may act as its own general contractor to construct a home if allowed by the Town of Winfield. In such case, Buyer must be listed on all permit documentation as such and no contractor/subcontractor signage or marketing shall be place on the Premises. Buyer shall not otherwise utilize any third party General Contractor to create improvements on the Property except for General Contractors explicitly pre-approved by Seller in writing ("Approved General Contractor"), in Seller's sole judgment. The parties agree that this stipulation is for the mutual benefit of the parties to assure that the quality and character of the parties involved are of high reputation and competence. However, Seller does not warrant the performance of any Approved General Contractor. Buyer's use of any non-Approved General Contractor shall be assumed to cause Seller damages in the amount of no less than \$50,000 or in a larger amount as may be ruled by a court of law or arbitrator.

15) REPRESENTATIONS AND WARRANTIES: Seller represents and warrants to Buyer as follows:

- (a) Seller is the owner of the Property and has full right, title, power and authority to enter into this Agreement and to consummate the sale of the Property;
- (b) The person executing this Agreement has been fully authorized and empowered to bind Seller;
- (c) To the best of Seller's knowledge, without research:
 - i. There is no oral or written lease agreement affecting or related to the Property which could affect the Property;

- ii. There are no soil conditions that will materially negatively affect the use of the Property as a residential parcel;
- iii. All public utilities including, but not limited to electric, gas, sewer, water, and other utilities required for the operation of the Property as a residential parcel either enter the Property through adjoining public streets, or if they pass through adjoining private land, do so in accordance with valid public easements or private easements which will inure to the benefit of Buyer and all such public utilities are installed and operating;
- iv. All access to the Property is over publicly dedicated streets or through valid, permanent and indefeasible easements of record;
- v. The Property is not included in any hazardous flood zone limits as delineated on the Flood Insurance Rate Map (FIRM) as published by the Federal Emergency Management Agency (FEMA);

(d) Seller agrees to indemnify and hold Buyer harmless against all claims, liabilities, losses, deficiencies and damages, as well as reasonable expenses (including attorney fees) incurred by Buyer by reason of or resulting from any breach, inaccuracy, incompleteness or nonfulfillment of the representations and warranties of Seller contained in this Section 14 for a period of One (1) year after closing.

16) **RISK OF LOSS:** It shall be Seller's responsibility and loss if the Property or any portion thereof is damaged by casualty, force majeure or other cause prior to Closing. In such case, either the Purchase Price shall be reduced by the amount of the damage, as reasonably estimated by Seller, and Buyer has the option to proceed in accordance with the terms and conditions of this Agreement, or Buyer shall have the option to terminate this Agreement by providing notice to Seller within Thirty (30) days of such occurrence or prior to closing, whichever is earlier. Buyer hereby accepts responsibility for damage to subdivision curbs, streets, and/or infrastructure and unless otherwise documented and attached as an addendum to this Agreement, warrants by accepting title that such structures were in good, undamaged condition at the time of Agreement and Closing.

17) **DEFAULT:** If Seller fails to perform in accordance with the terms of this Agreement, or if any representation or warranty made by Seller herein shall be untrue upon execution hereof or at the date of closing, then, Buyer shall be entitled to full reimbursement of its Earnest Money as its sole recourse and remedy for any damages under this Agreement. Buyer waives any right to specific performance and damages against the Seller. If Buyer fails to perform its obligations hereunder, then at Seller's option, the Earnest Money shall be forfeited and paid to the Seller, not as liquidated damages, but to apply to damages which the Seller may suffer on account of the default of Buyer hereunder and the Buyer shall pay any professional service fee earned by any broker. Unless a remedy is otherwise provided for herein, if the other party defaults or fails to comply with a material term of this Agreement, then the defaulting/failing party shall pay for all the other party's reasonable costs and damages plus attorney fees incurred to cause compliance, enforcement or remedy of the defaulted or violated term.

18) **BROKERAGE COMMISSIONS:** Each Party represents to the other that it has not contracted with or entered into any Agreement with any Property broker or agent as the proximate cause of the sale of the Property, other than _____, and it has not taken any action which might result in any other Property brokers, finders or other commissions (“Other Commissions”) being due or payable in connection with this transaction. Both parties agree that they shall indemnify and save harmless the other from and against all costs, claims, expenses, or damages, including reasonable attorneys’ fees resulting from or related to any claim of Commission alleged to be due as a result of their respective actions. If any commission is due to a third party as the result of this sale, it MUST be in writing and attached hereto or it shall be unenforceable.

19) **NOTICES:** Any notice under this Agreement shall be in writing and shall be deemed to be duly given via hand or upon receipt or deposit in the United States Mail, return receipt requested with postage prepaid, addressed to the party to which notice is to be given at the address set forth below or at another address hereafter designated by notice or by facsimile if delivery is confirmed:

BUYER:

SELLER:

Doubletree Development, LLC
 4259 E Lincoln Hwy
 Merrillville IN 46410
 Telephone: 219-940-3946
 Facsimile: 219-940-3873
 Email: sales@doubletreesubdivision.com

Telephone: _____
 Facsimile: _____
 Email: _____

20) MISCELLANEOUS:

- (a) This Agreement shall inure to the benefit of and bind the parties hereto and their successors, heirs, and assigns;
- (b) The terms of this Agreement shall survive the Closing date;
- (c) This Agreement shall constitute the entire Agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties’ respecting the transaction and cannot be changed except by their written consent. This Agreement shall survive the closing of sale;
- (d) Buyer may not assign this Agreement without Seller’s prior written consent, which consent may be withheld at Seller’s sole discretion.
- (e) This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto;

- (f) This Agreement may be executed in any number of identical counterparts, each of which shall be considered an original, but which together shall constitute one and the same Agreement. A facsimile transmission of a signature shall have the same force and effect as an original signature;
- (g) The captions or paragraph headings are for convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement;
- (h) In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement;
- (i) The laws of the State of Indiana shall govern this Agreement.

21) **ACCEPTANCE:** This Agreement is considered an Offer from Buyer to Seller until executed by Seller. This Agreement shall expire at 5:00 p.m., CST on the ___ day of _____, 2019, unless one copy of this Agreement, fully executed by Seller, shall have been faxed, mailed or personally delivered to Buyer prior to the expiration time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witness:

 Signed

 Printed

BUYER:
 By: _____
 Printed Name: _____
 Title: _____

Witness:
 Signed: _____
 Printed: _____

SELLER:
 By: _____
 Printed: _____
 Title: _____
 Date&Time: ___/___/___ at ___:___ am/pm

Fidelity National Title Insurance Company

*waived
12/15/14
FNL*

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Standard Exceptions:

- a) Rights or claims of parties in possession not shown by the public records.
- b) Easements, or claims of easements, not shown by the public records.
- c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

3. Special Exceptions:

- a) Taxes for the year 2014 Payable in 2014 are a lien not yet due and payable.
- b) Taxes and Little Calumet River Basin Ditch Assessments for the year 2014 payable in 2015 are as follows:

See Attached Tax Statements

Delete

NOTE: Tax information supra is limited to the date of the most current computer input information in the Treasurer's Office and not necessarily the effective date hereof. A check with the Treasurer's Office should be made to determine the exact amount of taxes due, if any. PLEASE NOTE EXEMPTION VALUATION INFORMATION MAY NOT BE FULLY POSTED.

- c) Special assessments/sewer usage charges, if any, levied by the City/Town of Crown Point.
- d) Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
- e) Master Declaration of Covenants, Conditions and Easements for Doubletree Lake Estates recorded March 27, 1998 as Instrument No. 98020882 and re-recorded April 8, 1998 as Instrument No. 98024907 and any and all amendments, supplementals and modifications recorded in the Office of the Recorder of Lake County, Indiana.

NOTE: Turnover of Authority to Doubletree Lake Estates Homeowners' Association, Inc. dated March 11, 2013 and recorded March 11, 2013 as Document No. 2013-017856 in the Office of the Recorder of Lake County, Indiana

FURTHER NOTE: Restrictions provide for the payment of maintenance charges or assessments which may become a lien.

Note: Quitclaim and Assignment of rights as Declarant under the above Master Declaration recorded _____, 2015 as Doc # _____

- f) Master Declaration of Covenants, Conditions and Restrictions and Easements for Doubletree Lake Estates, recorded in Instrument No. 2001-053136, and any and all amendments, supplementals and modifications recorded in the Office of the Recorder of Lake County, Indiana.

FURTHER NOTE: Restrictions provide for the payment of maintenance charges or assessments which may become a lien.

Note: Quitclaim and Assignment of rights as Declarant under the above Master Declaration recorded _____, 2015 as Doc # _____

This Commitment is valid only if Schedules A and B are attached.
Schedule BII consists of 3 page(s)

- g) Master Declaration of Covenants, Conditions, Restrictions and Easements for Doubletree Lake Estates West recorded as Instrument 2002-090420, and any and all amendments, supplementals and modifications recorded in the Office of the Recorder of Lake County, Indiana.
FURTHER NOTE: Restrictions provide for the payment of maintenance charges or assessments which may become a lien.
- g-1 *Fees and Assessments which may become due from the Doubletree Lake Estates Homeowners Association, Inc. by reason of the Declaration at*
- h) Possible easement for title drain disclosed in deed recorded November 6, 1918, recorded November 30, 1918 in Deed Record 253 page 120 in the Office of the Recorder of Lake County, Indiana. *items 2, 3, and 4 above.*
- i) Easement for tile farm drain and other incidental purposes contained in a grant from Howard W. Kostbade and Catherine E. Kostbade, husband and wife, to Arthur Weiler and Mary J. Weiler, husband and wife dated May 10, 1945 and recorded September 17, 1945 in Miscellaneous Record 394 page 284 in the Office of the Recorder of Lake County, Indiana.
- j) Gas Line –Right-of-Way Easement, granted to Northern Indiana Public Service Company, recorded December 29, 2000 as Document No. 2000-94476.
- k) Pipe Line Easement granted to Indiana Pipe Line and Refining Company, recorded in Miscellaneous Record 17 page 124 and amended by Partial Release and Agreement recorded June 25, 2004 as Document No. 2004-53937 in the Office of the Recorder of Lake County, Indiana.
- l) Rights of the Government and Public to that part of caption Real Estate lying in "101st Avenue and County Line Road".
- m) Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
- n) Building lines and easements as evidenced on the recorded Plat recorded in the Office of the Recorder of Lake County, Indiana.
NOTE: A copy of the plat is available upon request.
- o) Rights of the Government and Public to that part of caption Real Estate lying in Randolph Street.
- p) Set-back and use restrictions, possible assessments, and maintenance and reconstruction; and all rights of others entitled to the continued uninterrupted flow of the water through Deep River, a legal drain. (Indiana Drain Code, I.C. (1981) 36-9-27-33 et seq).
- q) Possible easements for legal drains and ditches, if any, and all rights therein.
- r) Easement for Electric Line-Right-of-Way in favor of Kankakee Valley Rural Electric Membership Cooperative recorded December 15, 2000 as Instrument No. 2000-090772 in the Office of the Recorder of Lake County, Indiana.
- s) Right of Way grant in favor of the Town of Merrillville, recorded November 15, 2001 as Instrument No. 2001-092699 and re-recorded as Instrument No. 2002-4044 in the Office of the Recorder of Lake County, Indiana.

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Schedule BII consists of 3 page(s)

- t) Terms and Provisions contained in Sewer Installation Reimbursement Agreement by and between the Town of Winfield and Double Tree Lake Estates, L.L.C. dated December 18, 2007 and recorded January 4, 2008 as Document No. 2008-000789 in the Office of the Recorder of Lake County, Indiana.
- u) Terms and provisions of Town of Winfield Resolution No. 2013-1 recorded April 26, 2013 as Document No. 2013-029955 in the Office of the Recorder of Lake County, Indiana.
- v) Terms and provisions of Town of Winfield Resolution No 2013-02 recorded April 26, 2013 as Document No. 2013-029956, in the Office of the Recorder of Lake County, Indiana.
- w) Terms and provisions of an Access Easement set out in an instrument by and between DBL Residential L.P. and Lake Point at DBL Tree Property Owners Association, Inc. dated March 19, 2012 and recorded March 19, 2012 in Instrument Number 2012-019170 in the Office of the Recorder of Lake County, Indiana.
- x) Easement and associated rights granted to Northern Indiana Public Service Company by William C. Asbridge and Jackie L. Asbridge in an instrument dated March 23, 1974 and recorded April 18, 1974 in Instrument No. 247801 in the Office of the Recorder of Lake County, Indiana.
- y) Easement and associated rights granted to Northern Indiana Public Service Company by William C. Asbridge and Jackie L. Asbridge in an instrument dated October 1, 1981 and recorded December 3, 1981 in Instrument No. 652571 in the Office of the Recorder of Lake County, Indiana.
- aa) Rights of Parties in Possession under unrecorded leases.
- Any adverse claim based on title to that portion, if any, of the land described in Schedule A that lies below the ordinary low water mark of the lake.

Any adverse claim based on the assertion that some portion of the land described in Schedule A was created by artificial means.

Such rights and easements for navigation, commerce or recreation which may exist over that portion of said land described in Schedule A lying beneath the waters of the lake.

Rights of upper and lower littoral owners with respect to the lake.

NOTE: Pursuant to I.C. 27-7-3.7-4, parties to the transaction should be aware that the referenced Indiana Statute puts conditions upon a closing agent on the form of disbursement that can be made in the transaction. Meridian Title strongly suggests that all funding for the transaction be in the form of an unconditional wire in order to allow us to disburse funds timely to all parties. Otherwise it's possible that disbursements may be delayed until the funds have been unconditionally credited.

NOTE: This Commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by the conditions of the commitment.

This Commitment is valid only if Schedules A and B are attached.
Schedule BII consists of 3 page(s)
