

AGREEMENT TO PURCHASE

The undersigned, City of Columbus Redevelopment Commission, hereinafter called "Purchaser", hereby agrees to purchase from the owner, ROBERT CSESZKO, hereinafter called "Seller", the real estate known as 711 Second St, in the City of Columbus, Bartholomew County, Indiana, more particularly described as follows, to-wit:

Lot 1B in REB Subdivision as recorded in Plat Book "P", page 173A, in the office of the Recorder of Bartholomew County, Indiana.

for the sum of \$300,000.00, and upon the following terms and conditions:

1. Payment of Purchase Price. The balance of the Purchase price shall be paid in cash upon delivery of warranty deed.

2. Financing. None.

3. Possession. Purchaser shall have complete possession 45 days after the date of closing. Failure of Seller to deliver possession within this time limit shall not make Seller a tenant of Purchaser, but in such event, Seller shall pay Purchaser \$100.00 per day as liquidated damages for breach of contract and not as rent. This provision shall not prevent Purchaser from pursuing any other legal or equitable remedy available under the law.

Purchaser will assume no liability for any injuries to persons or damage to any improvements on said real estate prior to complete possession by Purchaser.

4. Interest, Rents, Dues, Security and/or Damage Deposits. Interest on encumbrances assumed by the Purchaser shall be prorated to date of closing the transaction. Rents, if any, shall be prorated to date of closing the transaction. Security and/or damage deposits, if any, shall be transferred to Purchaser at time of closing the transaction. Any mandatory lot owner assessments shall be prorated to date of closing.

5. Taxes. Purchaser will assume and agree to pay all outstanding taxes and penalties on said real estate, and all installments subsequent thereto.

6. Title Evidence. After notification of loan approval, Purchaser shall be furnished, at Seller's expense, with an ALTA owner's policy of title insurance, as quickly as the same can be prepared, said commitment for title insurance to show a merchantable title to said real estate in the name of the Seller. Seller agrees subsequently to execute and deliver a general warranty deed conveying said real estate in the same condition as it now is, ordinary wear and tear excepted, free and clear of all liens and encumbrances except as stated herein and subject to easements and restrictions of record, if any. Should additional time be required for the preparation of said commitment, or for correcting defects of title, a reasonable extension of time shall be given.

7. Closing Date. This transaction is to be closed within fifteen (15) days after a fully executed Agreement to Purchase.

8. Improvements and Fixtures. Seller shall be entitled to all improvements permanently installed and affixed, such as, but not limited to,

electrical and/or gas fixtures, heating equipment and all attachments thereto; central air conditioning, built-in kitchen equipment, hot water heaters, water softener (if not leased), gas grills, incinerators, window shades, curtain rods, drapery poles and fixtures, storm doors, storm windows, screens, awnings, television antennas and rotor, permanently installed carpeting, all landscaping, mailbox, garage door opener with control(s), which belong to the above property and are now in the premises. **All of said items shall be removed within 45 days after the date of closing.**

9. Loss or Damage. All risk of loss or damage to improvements on said real estate shall be borne by Seller until forty-five (45) days after delivery of a deed. If all or a substantial portion of said buildings are destroyed or damaged prior to the delivery of the property this Agreement to Purchase, at the option of the Purchaser, may be terminated, and in such event the earnest money deposit shall be returned to Purchaser without delay.

10. Earnest Money Deposit. As earnest money, purchaser submits herein the sum of \$0, receipt of which is hereby acknowledged by Seller, which shall be applied to the purchase price at the time of closing of this transaction. Earnest money deposit shall be returned in full to Purchaser promptly in the event this Agreement to Purchase is not accepted. Earnest money shall be deposited immediately upon acceptance of this Agreement and held until time of closing of the transaction or termination of this Agreement to Purchase. In the event this Agreement to Purchase is accepted, and Purchaser shall, without legal cause, fail or refuse to complete this Agreement, said earnest money shall be forfeited by Purchaser as liquidated damages and shall be retained by the Seller, and such forfeiture shall be the sole remedy for breach of this Agreement by Purchaser. In the event this Agreement to Purchase is accepted, and then Seller shall, without legal cause, fail or refuse to complete the sale of said real estate in accordance with the terms and conditions of this Agreement, the earnest money shall be returned in full to the Purchaser, and Seller shall pay to Purchaser an additional amount equal to the earnest money deposit as liquidated damages and such payment shall be the sole remedy for breach of this Agreement by Seller.

11. Inspections. Purchaser reserves the right to have the property inspected.

12. Seller's Duty to Cooperate with regard to Pre-Closing Environmental Liabilities.

(a) It is the Parties' understanding that environmental liabilities may exist due to the nature of the historic use of the Real Property. It is the mutual intent of both Seller and Buyer that Buyer shall make all efforts to assist, and cooperate with, Seller in identifying potential sources of funding, including but not limited to insurance and the State of Indiana's Excess Liability Trust Fund, to address those environmental liabilities.

(b) Buyer agrees that Seller shall be entitled to all the insurance benefits provided by any and all current and past insurance policies under which Seller qualifies as an insured to the fullest possible extent, applicable to (1) any losses, including diminution in value of the Real Property; and (2) any claims, demands, complaints or allegations, including any actions, demands, claims, or complaints initiated by any governmental entity, alleging bodily injury, property damage, personal injury or advertising injury relating to or arising out of: (1) Seller's activities on the Property on or before the Closing Date (which include the activity of

Seller's predecessors or any former or current tenants on the Property); (2) Seller's business on the Property on or before the Closing Date (which includes the business of Seller's or its predecessor's tenants at the Property); or (3) the effects of Seller's activities or Seller's business on the Property on or before the Closing Date (including the activities and businesses of Seller's tenants, or Seller's predecessors tenants, at the Property on or before the Closing Date) (the "Potentially Covered Liabilities"). The provisions in paragraphs 12(c), 12(d), and 12(e) below are intended to be, and shall be, construed in such a way as to effectuate the mutual intent of the parties as set forth in this paragraph 12(b). Any provisions in those paragraphs that are found to be unenforceable shall be stricken, leaving the remaining provisions intact, if such action will effectuate the parties' mutual intent. The parties agree to execute any additional documents or enter any additional agreements necessary to effectuate the mutual intent described in this paragraph.

(c) At Closing, Seller shall transfer and/or assign to Buyer any and all: (1) claims; (2) choses in action; and/or (3) rights, including without limitation claims for defense and indemnity, and any claims for bad faith that exist as of the Closing Date, that Seller and/or any of Seller's predecessors may have to insurance coverage, insurance benefits or insurance proceeds provided by any and all policies of insurance, known or unknown, to the extent issued to, insuring and/or covering Seller with respect to the Real Property. Seller shall reasonably cooperate with Buyer and such insurance companies in an effort to obtain coverage under the policies for any and all claims relating to environmental liabilities.

(d) Limited indemnification obligations arising out of the assignment of Policy rights in paragraph 12(b).

(i) In the event that the assignment of Policy rights set forth in paragraph 12(c) above shall be found to be ineffective or unenforceable, or if coverage for environmental liabilities otherwise is unavailable to Buyer based on an insurer denial, a policy provision, exclusion, or condition, or by operation of law or otherwise (except as the result of Buyer's own failure to satisfy any policy conditions), then Buyer shall have no obligation to defend, indemnify, or hold harmless Seller for any sums of any kind under this paragraph 12.

(ii) In the event that (a) Buyer receives proceeds under the policies as a result of the assignment of policy rights in paragraph 12(c) above; (b) the receipt of such proceeds deprives Seller of those same proceeds that it would have received under the policies but for the assignment of policy rights in paragraph 12(c) above; and (c) the deprivation of such proceeds to Seller causes Seller to incur actual losses that would have been covered by the policies in the absence of the assignment of policy rights in paragraph 12(b) above, then, subject to the limitations set forth below, Buyer agrees to defend, indemnify, and hold harmless Seller and Seller's respective heirs, executors, personal representatives, and estate, and their respective successors and assigns (collectively the "Indemnified Parties"), from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, fines, penalties, any obligations or liabilities incurred as a result of claims made by third parties, known or unknown, contingent or otherwise, arising out of or in any way related to the Potentially Covered Claims, but only to the extent of,

and in the amount of, the policy proceeds the Buyer actually receives from one or more insurers as the result of the assignment of policy rights in paragraph 12(b) above. Notwithstanding the foregoing, in the event the Buyer receives a defense under any policy or policies due to the assignment of policy rights in paragraph 12(b) above and Seller does not receive such a defense, Buyer shall have no defense, indemnification, or hold harmless obligation to the Indemnified Parties for the costs of any such defense under this paragraph 12. Seller and Buyer will use reasonable efforts to maximize the joint benefits, through coordination and cooperation, to the Seller and Buyer of any defense provided by an insurer to the Buyer, and to minimize the defense expenses Seller incurs for which insurance proceeds would have been available to the Seller but for the assignment of the Policy rights in paragraph 12(b) above.

(e) In addition hereto, and for the purposes of the foregoing, Buyer is hereby irrevocably constituted the Seller's attorney in fact to receive any such money or proceeds from any insurance company in the name of Seller or otherwise, and to make demand and commence legal action, arbitration or administrative proceedings, as it reasonably deems necessary, to collect any and all such money, proceeds or claims in the name of Buyer and/or Seller, and Buyer shall have the exclusive right to decide and determine whether such legal action, arbitration or administrative proceedings shall be made, or commenced, settled, compromised, tried, appealed or withdrawn, and to execute in the name of Buyer or Seller any documents that may be appropriate thereto, so long as such documents do not create any liability or obligation to Seller. Buyer shall have the exclusive right to decide and determine whether any claim, demand, liability or suit made by Buyer shall or shall not be settled, compromised, defended, tried or appealed, and Buyer's decision thereon, if made in good faith, shall be conclusive and binding. The foregoing notwithstanding, Buyer agrees to fully defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and consultant's fees, court costs and litigation expenses, including any fines or penalties imposed by the State of Indiana or any other authority, that arise out of or are in any way related to Buyer's actions as Seller's attorney-in-fact hereunder. The parties acknowledge and agree that the foregoing obligation (hereinafter the "POA Indemnity") obligation is in addition to the Insurance Indemnity obligations in favor of Seller, as set forth above.

(f) Other than the indemnity obligations that arise under the circumstances set forth in paragraphs 12(d)(ii) and 12(e) above, Buyer shall have no other or further obligation to defend, indemnify, or hold harmless the Indemnified Parties under this paragraph 12. The provisions contained in this Section 12 shall survive Closing.

13. Further Conditions: The property is being sold in an "AS-IS" condition.

The Seller makes no warranties expressed or implied as to the quality, condition or habitability or purpose or use of the property.

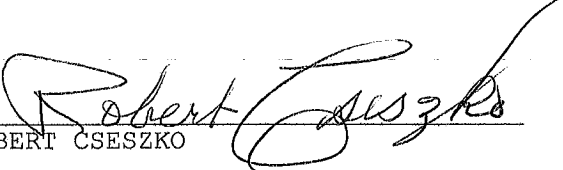
Purchaser will pay for the closing costs associated with the sale of this property.

14. Total Agreement. It is hereby expressly agreed that all terms and conditions of this Agreement are included herein and no verbal agreements of any kind shall be binding upon the parties. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

Dated this _____ day of February, 2017.

"Seller"

"Purchaser"



ROBERT CSESZKO

SARAH CANNON, _____

This Instrument Prepared By:
Stanley A. Ganso, Attorney at law
426 Fourth Street, Columbus, Indiana 47201