

## AGREEMENT TO PURCHASE

\_\_\_\_\_ Buyer, of \_\_\_\_\_,  
Phone: \_\_\_\_\_ agrees to purchase at a price of \_\_\_\_\_  
(\$\_\_\_\_\_) on the terms set forth, the following real estate legally described as:

Lot \_\_\_\_ of NORTH POINTE ESTATES SUBDIVISION, EAST ADDITION  
(reference made to Plat #351-B and Book 2359 page127 in the Recorder's Office of  
Effingham County), situated in the County of Effingham and State of Illinois (the  
"Real Estate").

commonly known as: \_\_\_\_\_, Dieterich, Illinois 62424, with  
approximately \_\_\_\_ acres. Lot size or acreage is not warranted, and shall not affect the purchase  
price.

Seller, the **Village of Dieterich, Illinois** of 109 North Main Street, Dieterich, Illinois  
62424, Phone: (217) 925-5410 agrees to sell the real estate at the price and terms set forth and  
convey to Buyer on the following terms and conditions:

- 1. PAYMENT.** Buyer has paid Five Hundred Dollars (\$500.00) earnest money to Seller, and Buyer agrees to pay the entire purchase price, plus or minus prorations, in cash or its equivalent at time of closing.
- 2. THIS AGREEMENT HAS NO CONTINGENCIES.**
- 3. CLOSING.** This transaction shall be closed within thirty (30) days of signing this Agreement, or on such other date as mutually agreed by the parties in writing at the office of SELLERS ATTORNEY or BRAY TITLE SERVICES or elsewhere in Effingham County, Illinois. The costs of an escrowed closing shall be paid one-half by Buyer and one-half by Seller.
- 4. POSSESSION.** Seller shall deliver possession on date of closing.
- 5. BUILDING SITE.** Buyer acknowledges that the Real Estate is zoned R-1, Single Family Residential District and is restricted for residential use only. The Buyer shall:
  - A. Within one (1) year from the date this Agreement or within one (1) year from the completion of the roads in the subdivision (whichever comes later) Buyer shall complete construction of a single-family residential structure in compliance with the Village of Dieterich, Zoning Ordinances and the restrictive covenants filed of record on the Real Estate.
  - B. If Buyer fails to complete the construction of a single-family residence on the Real Estate within one (1) year from the date of this Agreement or within one (1) from the completion of the roads, then the Real Estate shall revert to Seller, together with any and all improvements thereon. The provisions of this Paragraph 5 shall survive closing and shall be included in the deed conveying the Real Estate to the Buyer. If the Buyer satisfies the provisions of this Paragraph 5, the Seller shall release the possibility of reverter.

**6. INFRASTRUCTURE.** Water and Sewer infrastructure shall be constructed by the Village of Dieterich which shall include water and sewer, as per the Illinois Environmental Protection Agency. The Village of Dieterich shall construct the streets, pursuant to plat attached hereto and marked as Exhibit A. A sidewalk may be constructed by the Village of Dieterich at its sole discretion, when homes are substantially completed and if tax increment financing funds are available. Buyer shall pay to the Village of Dieterich, Illinois, a \$350.00 hookup fee for water service and a \$350.00 hookup fee for sewer service prior to water and sewer connection.

**7. TAXES.** Seller shall give Buyer a credit for the 20\_\_ real estate taxes due and payable in 20\_\_ at closing based on the latest available information. Buyer shall then pay the 20\_\_ real estate taxes when they come due and shall also pay the 20\_\_ real estate taxes due and payable in 20\_\_ and real estate taxes for all subsequent years.

**8. TITLE EVIDENCE.** Upon acceptance of this agreement, Seller shall, at its expense within a reasonable period of time prior to closing, furnish to Buyer a Commitment for Owners Title Insurance. Seller shall, at Seller's expense, provide Buyer a title search and title insurance policy in the amount of the purchase price, dated after the date of this agreement, containing the standard American Land Title Association provisions, and containing exceptions normally accepted by lenders doing business in the county where the real estate is located.

**9. TITLE CONDITIONS:**

A. The title may be subject to:

- (1) all taxes and special assessments payable after date of closing; if any
- (2) zoning laws and ordinances of which there are no violations; if any
- (3) restrictions, conditions and covenants of record; if any
- (4) private, public and utility easements of record; if any
- (5) roads, and rights of way of record; if any
- (6) drainage ditches, feeders, laterals and underground tiles, if any
- (7) existing leases and tenancies; if any
- (8) the possibility of reverter set forth in Paragraph 5 of this Agreement.

B. If title has defects which cannot be removed by date of closing, Seller may postpone closing for up to 30 days for purposes of clearing such defects or securing title insurance to insure over such defects.

C. If the title has defects which constitute interests, encumbrances or liens of ascertainable amounts which may be removed by the payment of money at closing then either party, upon giving written notice to the other of his intention, may clear the same by using funds from closing.

D. If the title has defects which cannot be cleared under paragraphs B or C, then Buyer may at their election terminate this agreement and their earnest deposit shall be returned to them, or Buyer may elect to take the property subject to the defects. Buyers' election must be in writing and directed to Seller or Sellers' agent.

**10. CONVEYANCE.** At closing Seller shall convey the property General Warranty Deed, pursuant to 765 ILCS 5/9, subject to the possibility of reverter set forth in Paragraph 5 of this Agreement.

**11. TRANSFER TAXES.** Seller further agrees to pay at closing any real estate transfer tax and to provide a completed State of Illinois Department of Revenue Real Estate Transfer Declaration (PTAX-203), if applicable.

**12. ACKNOWLEDGMENTS.**

A. Buyer and Seller acknowledge that the Real Estate is vacant land with no improvements.

B. Buyer agrees that he/she/they are buying the Real Estate **AS IS** without warranty or representation of any kind, express or implied, unless it is expressly stated in a writing signed by the Seller.

**13. DEFAULT.** If Buyer fails to fully and faithfully perform each and every term and obligation of this Agreement, Seller may pursue any and all remedies available to Seller at law or in equity. If Seller files a lawsuit to enforce this Agreement, Seller shall be entitled to recover from Buyer any and all reasonable costs, expenses and attorney fees incurred by Seller in connection therewith as additional damages.

**14. NOTICES.** Notices required by this Agreement shall be in writing and may be served by personal delivery, or by mailing the same certified mail, return receipt requested, telegram, commercial express mail or electronic facsimile, to the addresses stated above. Notice shall be deemed to have been served on the date of mailing, or transmission.

**15. DISCLOSURE.** Buyer and Seller agree to make all disclosures and perform all acts necessary to comply with applicable federal and state laws, and to satisfy the requirements, if any, of the mortgage lender and settlement agent.

**16. TIME.** Time is of the essence of this Agreement. The terms are binding upon the respective parties, their executors, administrators, successors and assigns.

**17. GENDER.** Where appropriate singular denotes plural and masculine denotes feminine and neuter gender.

**18.** The Buyer shall not be entitled to any reimbursement of any amount by the Seller pursuant to the Village of Dieterich Tax Increment Finance program.

In witness thereof, the parties have signed this agreement with an effective date of \_\_\_\_\_, 20\_\_\_\_.

Seller: Village of Dieterich, Illinois

By: \_\_\_\_\_ EIN# \_\_\_\_\_  
Burl W. Griffith, Village President

\_\_\_\_\_  
Buyer SSN# \_\_\_\_\_

\_\_\_\_\_  
Buyer SSN# \_\_\_\_\_

This instrument prepared by:  
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