

## LOT PURCHASE AGREEMENT

This Lot Purchase Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Abilene Land Bank (“Seller”), and \_\_\_\_\_ (“Buyer”).

WHEREAS, Seller is the owner of certain lots within the Golden Belt Heights Subdivision, in the city of Abilene, Kansas (“Subdivision”);

WHEREAS, Seller and the City of Abilene, Kansas (“City”) wish to incentivize private development of single-family homes in the Subdivision;

WHEREAS, certain covenants and restrictions have been filed against the lots in the Subdivision, which are attached hereto and made a part hereof, and

WHEREAS, Buyer desires to acquire a lot and build a single-family home in the Subdivision, in accordance with the covenants and restrictions and subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, and in consideration of the covenants contained herein the parties agree as follows:

**1. PROPERTY TO BE SOLD:** Seller does hereby agree to sell and convey to Buyer by a good and sufficient Special Warranty Deed the following described real estate, situated in Dickinson County, Kansas, to-wit:

[insert legal description of lot]

**2. PRICE:** The consideration of the transfer is Buyer’s payment to Seller the sum of \$7,500.00, and the compliance by the Buyer with the terms and conditions contained herein; provided, however, that the sum of \$2,500.00 will be refunded to Buyer, without interest, when Certificates of Occupancy have been issued for the home to be constructed, and provided that all other terms have been met by Buyer.

**3. TITLE EVIDENCE:** Buyer is responsible for procuring any title evidence Buyer desires at Buyer’s expense. Buyer is responsible for the costs of any action required to satisfy any title requirement.

**4. TITLE:** Seller is transferring the property to Buyer by Special Warranty Deed which warrants that it is free from any mortgage, lien, taxes, rights of parties in possession and any other encumbrance created by Seller, or occurring during the period that Seller has owned the property.

**5. BUYER’S OBLIGATIONS:** The following obligations are specifically required of Buyer and these obligations, together with all other terms of this Agreement that are to be performed by Buyer after closing, shall survive the closing, to-wit:

a. **Site Plan:** Buyer agrees to construct a single-family residence on the lot substantially similar to the residence shown in the site plan attached hereto.

b. **Restrictions:** Buyer shall comply in all respects with the Compliance with the Covenants and Restrictions recorded against the Subdivision, a copy of which is attached hereto.

c. **Home Size:** The ground floor of the finished single-family home shall be no less than 1,000 square feet. Garages, porches, breezeways and patios are not including in the calculation of finished square footage.

d. **Prompt Construction:** A city building permit shall be obtained prior to commencement of construction, and within forty-five (45) days of closing. Construction must be completed and a certificate of occupancy issued within 365 days of securing the building permit. For good cause shown, Seller may grant up to two (2) forty-five (45) day extensions of the above time limits. Seller has sole discretion to grant or deny extensions.

6. **BREACH:** In the event Buyer breaches this Agreement then Seller may elect such remedy, as Seller in its sole discretion deems appropriate and including but not limited to forfeiture of the refundable component of the purchase price, requiring Buyer to transfer title back to Seller, and/or any other remedy available at law or in equity. Any costs and fees, including attorneys' fees, incurred by Seller in enforcing this Agreement or seeking remedies for breach shall be the responsibility of Buyer, and such cost shall be in addition to the forfeiture of any refundable purchase money funds. Any forfeiture of escrowed funds is to reimburse Seller for its damages which are difficult to ascertain and not as a penalty.

7. **INCENTIVE REFUND:** Upon Buyer complying with all construction requirements and receiving a certificate of occupancy, Seller will refund Buyer the sum of \$2,500.

8. **REAL ESTATE TAX:** Real estate taxes for the year immediately preceding the closing date, and all prior years, are the responsibility of Seller. Real estate taxes for the year of the closing shall be prorated to date of closing.

9. **ESCROW AGENT:** \_\_\_\_\_ is designated as the escrow agent. Both parties will sign necessary escrow documents and keep the escrow agent reasonably informed.

10. **CLOSING AND COSTS:** It is understood and agreed between the parties hereto that time is of the essence of this Agreement, and that this transaction shall be closed on or before \_\_\_\_\_, 202\_\_\_\_, at the office of the Escrow Agent. Buyer shall pay for the fee of the Escrow Agent and for the costs of closing including recording the transfer deed and preparation and filing of any other document required to pass good title.

11. **POSSESSION - RISK OF LOSS:** Except as otherwise provided, possession and risk of loss shall pass to Buyer at the time of closing.

**12. NONASSIGNABLE:** This agreement may not be assigned by Buyer without the written approval of Seller.

**13. NOTICES:** Any notice required or necessary between the parties shall be in writing and given to the Seller, c/o City Manager, P.O. Box 519, Abilene, Kansas 67410, and to the Buyer at the address shown under Buyer's signature on this Agreement.

**14. COUNTERPARTS:** This Agreement may be executed in counterparts which when taken together will constitute one instrument. Any copy of this Agreement with the original signatures of all parties appended will constitute an original.

**15. BINDING EFFECT:** The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, devisees, legatees, trustees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

**“SELLER”**

City of Abilene Land Bank

By: \_\_\_\_\_

Name/Title:

**“BUYER”**

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**GOLDEN BELT HEIGHTS  
SUBDIVISION COVENANTS AND RESTRICTIONS**

These Subdivision Covenants and Restrictions (“Covenants”) are made this 14<sup>th</sup> day of March, 2022, by the City of Abilene Land Bank (the “Developer”).

WHEREAS, the Developer, as owner of the lots legally described in the attached and incorporated Exhibit A (“Development”), desires to place covenants and restrictions on said property for the purposes of (i) enhancing and protecting the value, desirability, and attractiveness of the Development, (ii) encouraging and assisting the orderly economic development of the Development, (iii) increasing the public benefit to be derived from the Development, (iv) promoting the efficient development of the Development, and (v) promoting the public health, safety, and welfare.

WHEREAS, these Covenants shall run with the Development and shall be binding upon all parties having or acquiring any right, title, or interest in the Development, or any part thereof, and shall insure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by Developer and future owners, the Developer places the following restrictions and covenants upon said Development:

1. PRIMARY DWELLING: Each lot shall be restricted to a maximum of one primary single-family residence structure. The ground floor of the residence structure shall contain finished square footage of no less than one thousand (1,000) square feet. Garages, porches, breezeways and patios are not included in the calculation of finished square footage. The residence shall be located so as to provide front, side, and rear yards in compliance with the setback requirements shown on the plat. For purposes of these Covenants, the term “lot” shall mean a subdivided lot within the Development as shown on the plat or amendments thereto.

2. GARAGES, DRIVEWAYS AND ACCESSORY STRUCTURES: All residences shall have a two-car attached or built-on garage. Connection with the residence may be by breezeway. A concrete driveway shall be built from the street to the garage at a width equal to the width of the entire garage. The garage shall be built with the same exterior finish as the residence.

One accessory building may be built in the rear yard of the residence and shall not exceed 225 square foot or be more than 12 feet in height. It shall be designed in harmony with the residence and shall contain similar exterior material as the residence. No metal sheds, metal roofing or siding is allowed.

3. FENCING: If fencing is desired, the fence shall be of wood, polyvinyl, wrought iron, or chain link construction. No fence is allowed in a front yard. Fences shall not exceed six feet in height.

4. SITE PLAN: A site plan must be provided to the City of Abilene, Kansas as a condition to the issuance of any initial building permit. The plan is a comprehensive sketch or drawing showing the location of the dwelling, fences, outbuilding and trees and shrubs on the lot, together with a copy of the blue prints and shall include a description of building products to be used and color scheme.

5. CONSTRUCTION PERIOD: Every dwelling shall be constructed, completed, and receive an occupancy permit within no more than 365 days after the date of issuance of a building permit by the City of Abilene, Kansas; provided, however, that upon written request by an owner that has commenced and is diligently pursuing completion of construction, the City Manager, or his or her designee, may grant up to two (2) forty-five (45) day extensions of the deadline to receive an occupancy permit.

6. VARIANCES: Variances from compliance with any of the provisions of these Covenants, including restrictions or limitations on height, size, floor area, or placement of structures or similar restrictions, may be approved by the Abilene Zoning Administrator pursuant to the administrative variance procedures and standards in Section 25-10 of the Abilene Zoning Regulations, and amendments thereto. If any such variance is granted, no violation of the provisions of these Covenants shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that no variance shall operate to waive or grant a variance from any of the provisions of these Covenants for any purpose except as to the particular property and particular provision covered by the variance. No variance shall affect in any way the owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including but not limited to zoning regulations or any other requirements imposed by the City of Abilene or any other governmental authority having jurisdiction.

7. ABILENE CITY CODE: The Development is within the city limits of the City of Abilene, Kansas and the land and any owner is subject to all provisions of the Abilene City Code. A building permit is required prior to commencement of construction. The City of Abilene has adopted versions of International Residential Codes, and certain specialties, such as electricians and plumbers, must be licensed within the city.

8. UTILITY SERVICE: All new utilities shall be placed underground, except for temporary services during construction.

9. PARKING AND STORAGE: No boats, campers, recreational vehicles, trailers, mobile homes, pickup campers, unlicensed or inoperable vehicles, unused building material, or

any other material shall be kept, stored or otherwise maintained on any of the lots unless enclosed in a garage. A guest of an owner may park a mobile home vehicle, camper or trailer upon the property while visiting such owner for a period not to exceed seven (7) days. Owners shall not allow guests to park such campers more than three (3) times in any calendar year.

10. CHICKENS: No chickens shall be kept or harbored within the Development.

11. YARD MAINTENANCE: Debris of any type shall not be allowed to accumulate. The owner of each lot shall be responsible for keeping the lot in good order and free of debris, including but not limited to the maintenance of the lawn and yard area of the lot, the pruning and trimming of shrubbery and trees, and the painting and appropriate external care of all buildings in such a manner as to keep the Development attractive and in compliance with all applicable laws.

12. NUISANCES: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that might create an annoyance or nuisance to the neighborhood. No lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All rubbish, trash, and garbage shall be kept in a covered container until disposed of by a waste disposal contractor.

13. TENANTS: An owner shall not be prohibited from renting all or any portion of a structure in the Development to one or more tenants; provided, however, that the owner shall be responsible for ensuring each tenant's knowledge of, and full compliance with, these Covenants. In the event of a violation of any covenant or restriction by a tenant or guest of an owner, the owner shall be responsible for such violation in the same manner as if the violation had been committed by the owner.

14. POST-CONSTRUCTION CHANGES: Any changes to a dwelling, garage, or other accessory structure after initial construction shall be in keeping with the requirements of these Covenants.

15. ENFORCEMENT: These Covenants may be enforced by the Developer or an owner of any lot within the Development. In addition to injunctive relief and damages, any owner found to be in violation will be responsible for court costs and reasonable attorney fees incurred in enforcing these restrictions.

16. AMENDMENTS: Notwithstanding any other provision of these Covenants, until all lots within the Development have been sold or conveyed by the Developer, the Developer reserves the right to amend these Covenants without the approval of any owner or any other person; provided, however, that no such amendment shall have the effect of changing the covenants or restrictions applicable to construction on any lot for which construction is occurring pursuant to a validly-issued building permit by the City of Abilene, Kansas. Thereafter, these Covenants may be amended by a majority of the owners of the lots within the Development. Each lot owner is entitled to one vote. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves, determine; but in no event shall more than one vote be cast with respect to any lot. Notice of any change shall be provided in writing to all lot owners and any amendment which is approved shall be in writing and signed by the Developer and/or

owners approving the same (as applicable), with the signatures to be notarized and filed of record.

17. ASSIGNMENT OR RELINQUISHMENT: Notwithstanding any provision in these Covenants to the contrary, until such time as all lots within the Development have been sold or conveyed by the Developer, the Developer may unilaterally assign, transfer, or convey, without the approval or joinder of any of the owners or any other person, any or all of the Developer's rights created or reserved under these Covenants. Any such assignment, transfer, or conveyance shall be effective only when such assignment, transfer, or conveyance has been signed by the transferor and the transferee and has been recorded in the Office of the Register of Deeds of Dickinson County, Kansas. The Developer may (but shall not be required to), at any time, voluntarily relinquish all or any part of the Developer's control and rights under these Covenants by executing and recording a document setting forth such relinquishment and recording such document.

18. TERM: These Covenants shall remain in full force and effect for a period of twenty-five years from the date of recording, unless earlier terminated pursuant to the provisions herein.

19. BINDING EFFECT: These Covenants shall run with the Development and shall be binding upon all parties having or acquiring any right, title, or interest in the Development, or any part thereof, and shall insure to the benefit of each owner thereof.

20. SEVERABILITY: In the event any provision of these Covenants is found to be invalid by any court, then the invalid provision will be removed but such will not affect the remaining provisions which will remain in full force and effect.

IN WITNESS WHEREOF, the Developer has set its hand.

**"DEVELOPER"**

**CITY OF ABILENE LAND BANK**

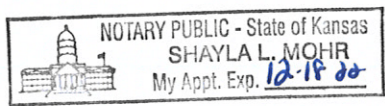
By: Dee Marshall  
Dee Marshall, Chairperson

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on March 14, 2022, by Dee Marshall as Chairperson of the City of Abilene Land Bank.

My appointment expires: December 18, 2022

Shayla L Mohr  
Notary Public  
Printed name: Shayla L Mohr



**EXHIBIT A**  
**LEGAL DESCRIPTION OF DEVELOPMENT**

The following described real estate in the City of Abilene, Dickinson County, Kansas, together with public rights-of-way adjacent thereto:

***Area 1 (East Golden Belt Heights):***

A parcel of land located in the West Half of Section 8, Township 13 South, Range 2 East of the 6<sup>th</sup> Principal Meridian in Dickinson County, Kansas, more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 8; thence on an assumed bearing of N 00°00'00" E along the West line of said Southwest Quarter a distance of 668.20 feet to the Southwest Corner of the North Half of the Southwest Quarter of said Southwest Quarter, said point also being the POINT OF BEGINNING of the parcel to be described;

- thence continuing N 00°00'00" E along said West line a distance of 1021.58 feet to the South right-of-way line Interstate 70;
- thence N 90°00'00" E along said South right-of-way line distance of 30.00 feet;
- thence N 12°45'36" E along said South right-of-way line a distance of 947.27 feet;
- thence N 86°59'06" E along said South right-of-way line a distance of 956.79 feet;
- thence N 86°26'10" E along said South right-of-way line a distance of 141.67 feet;
- thence S 00°07'21" E along the East line, and extensions thereof, of the West Half of said Southwest Quarter a distance of 1996.85 feet to the Southeast Corner of said North Half of the Southwest Quarter of the Southwest Quarter;
- thence S 89°40'08" W along the South line of said North Half of the Southwest Quarter of the Southwest Quarter a distance of 1340.38 feet to the POINT OF BEGINNING;

Said parcel contains 57.53 acres, more or less, and is subject to easements, reservations and restrictions of record.