

**LAND BANK RESOLUTION NUMBER 051324-1**

**A RESOLUTION ESTABLISHING A POLICY FOR THE CITY OF ABILENE,  
KANSAS LAND BANK'S SALE OF LOTS WITHIN THE GOLDEN BELT HEIGHTS  
WEST SUBDIVISION.**

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF  
ABILENE, KANSAS LAND BANK:**

**I. Purpose.**

The Land Bank, without competitive bidding, intends to sell individual lots within the Golden Belt Heights West Subdivision ("Development"). The Land Bank's sale of lots shall be for the purpose of transferring lots to buyers demonstrating a bona-fide intention to construct a single or multi-family dwelling within the Development. This policy is intended to set forth the policies and procedures for the sale of lots owned by the Land Bank within the Development.

**II. Policies and Procedures Governing the Sale of Properties.**

- A. The City Manager is authorized to sell lots within the Development in accordance with the terms of this policy. All revenue derived from the sale of lots will be used for the Land Bank's purposes and operations, or paid to the City of Abilene and used for payment or reimbursement for prior payment of past, present, and future special assessments levied against property within the Development.
- B. To purchase a property, interested parties must complete and submit to the City Manager an application, in the form attached hereto as Exhibit A. The City Manager is authorized to request additional information in connection with the application process, as may be reasonably determined by the City Manager to be necessary in order to review and evaluate the application in accordance with the terms of this policy.
- C. Upon receipt of a completed application, the City Manager shall review the application to confirm compliance with the requirements of this policy, and to confirm the applicant's eligibility for, and ability to satisfy, the terms and conditions of the Lot Purchase Agreement attached hereto as Exhibit B.
- D. Any applicant to purchase a lot shall satisfy the following requirements:
  - 1. The applicant shall attach to the submitted application copies of an elevation, floor plan, and site layout for the proposed single or multi-family dwelling;
  - 2. The applicant shall demonstrate adequate funding and financial ability and capacity to undertake and finance the proposed construction of the single or multi-family dwelling;

3. The applicant, and its principals and affiliates, shall not be in breach or violation of any other Lot Purchase Agreement previously entered into with the Land Bank.
  4. The applicant shall not own or have any interest in other property located in Dickinson County, Kansas that has delinquent taxes, unpaid special assessments, or un-remediated code violations.
- E. If the City Manager determines that an applicant has complied with the requirements of this policy and is eligible for a contract, the City Manager is authorized to enter into a Lot Purchase Agreement with the applicant in a form substantially similar to the form attached hereto as Exhibit B. The City Manager is further authorized to execute such other documents, including a deed, in order to consummate and close the transaction contemplated by the executed Lot Purchase Agreement.
- F. Each Lot Purchase Agreement for the sale of any lot in Blocks 1, 2, 4 or 5 of the Development shall provide for the sale of the subject lot to the buyer for the purchase price of \$7,500.00; provided, however, that the purchase price to be paid by the buyer of two adjacent lots in Blocks 1 or 2 of the Development for the purpose of constructing a multi-family dwelling structure on the combined lots shall be \$7,500.00 for the combined lots. The purchase price to be paid by the buyer of more than one lot for the purpose of constructing a single-family dwelling structure on combined lots shall be determined by the City Manager, based on the City Manager's evaluation of the purchase price amount that is necessary to replicate the City of Abilene's expected economic circumstances if a separate single-family dwelling were to be constructed on each of the separate lots.
- G. Any Lot Purchase Agreement for the sale of any lot in Block 3 of the Development shall provide for the sale of the subject lot to the buyer for the purchase price of \$15,000.00. The forms of the application and Lot Purchase Agreement attached hereto as Exhibits A and B, respectively, shall be updated by the City Manager for use in connection with the sale of any lot in Block 3 of the Development.
- H. The applicant is responsible for complying with all applicable City Codes and development requirements, including zoning and building permits. Transfer of property by the Land Bank does not guaranty the applicant will be able to meet these requirements.
- I. An applicant that meets the eligibility criteria set forth in this policy may reserve up to two (2) times the number of lots upon which homes are currently being constructed by such applicant, so long as such applicant is in compliance with the terms of the applicant's existing contract(s) upon which construction is occurring. The lot reservation will be in the form of a right of first refusal. If another qualified applicant has met the criteria of the application and desires to purchase a reserved lot and the current right of first refusal holder is unable to immediately purchase the lot and begin building within the terms of the contract, the other qualified buyer shall be entitled to purchase the reserved lot and commence construction.

J. The City Manager is authorized to develop and implement administrative regulations and policies to implement the terms of this policy resolution.

K. This resolution shall be in full force and effect from and after its adoption.

Adopted by the Land Bank Board of Trustees and signed by the Chairperson this 13<sup>th</sup> day of May 2024.



The seal of the City of Abilene, Kansas, is circular with a central figure holding a scale and a sword. The text around the seal reads "THE CITY OF ABILENE KANSAS" and "1889". A blue ink signature is written across the seal.

Shayla L. Mohr, CMC, City Clerk



A blue ink signature of Brandon Rein is written over a horizontal line.

Brandon Rein, Chairperson

**Golden Belt Heights West Subdivision  
City of Abilene, Kansas Land Bank  
Lot Purchase Offer and Application**

This Lot Purchase Application, if signed and submitted to the City of Abilene Land Bank, constitutes an offer to purchase one or more lots in the Golden Belt Heights West Subdivision (“Subdivision”) in Abilene, Kansas, for the sum of \$7,500.00, for the purpose of constructing a single or multi-family home pursuant to the terms and conditions of the Land Bank’s standard Lot Purchase Agreement. If you wish to purchase more than one property for purposes of constructing single-family homes, use a separate application for each property. Submitting an application does not commit the Land Bank to sell or transfer property.

1. Name of Applicant(s): \_\_\_\_\_  
A. Address: \_\_\_\_\_  
B. Telephone: \_\_\_\_\_  
C. Email: \_\_\_\_\_

2. General Contractor/Builder: \_\_\_\_\_  
A. Address: \_\_\_\_\_  
B. Telephone: \_\_\_\_\_  
C. Email: \_\_\_\_\_

3. Subcontractor(s) (if known): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. If Applicant’s offer to purchase a lot is accepted by the Land Bank, Applicant represents that Applicant intends to construct (check one) a single-family home \_\_\_\_\_, or a multi-family structure \_\_\_\_\_ on the purchased lot(s). Copies of the following documents for proposed single or multi-family home must be attached to the submitted application:

*Applicant  
Initials*

- 1. Elevation \_\_\_\_\_
- 2. Floor Plan \_\_\_\_\_
- 3. Site Layout \_\_\_\_\_

5. \_\_\_\_\_ (*Initials required.*) Applicant represents that Applicant has adequate funding and financial ability and capacity to undertake and finance the proposed construction of the single or multi-family home. A description of the source and sufficiency of funding to complete the project must be attached to the submitted application.

6. \_\_\_\_\_ (*Initials required.*) Applicant represents that Applicant does not own or have any interest in other property located in Dickinson County, Kansas that has delinquent taxes, unpaid special assessments, or un-remediated code violations.

7. \_\_\_\_\_ (*Initials required.*) Applicant represents that, if Applicant enters into a Lot Purchase Agreement with the Land Bank, Applicant intends to diligently pursue a building permit for the

construction of the single or multi-family dwelling, and to diligently pursue the completion of construction within 365 days of securing a building permit.

8. Applicant furnishes the following references who are personally known to applicant and have knowledge of applicant’s ability to enter into and perform the terms and conditions of a Lot Purchase Agreement.

Financial institution reference:

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_
- C. Telephone: \_\_\_\_\_
- D. Email: \_\_\_\_\_

Business or personal reference:

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_
- C. Telephone: \_\_\_\_\_
- D. Email: \_\_\_\_\_

**I certify that I am authorized to execute this Application and any subsequent agreement on behalf of the Applicant. I further understand that if there are material omissions of information requested by this Application or deliberately false answers, the City may revoke any permit it has granted in reliance on the answers provided by on this Application and/or terminate any Lot Purchase Agreement entered into with Applicant in reliance on the information contained in this Application.**

Signature of Applicant(s): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Co-Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Title(s) (if applicant is an entity)

## 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 West Subdivision, in the city of Abilene, Kansas (“Subdivision”);

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

WHEREAS, Buyer desires to acquire a lot and build a single or multi-family home in the Subdivision, 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 or multi-family home on the property substantially similar to that shown in the site plan attached hereto.

**b. Home Size:** The ground floor of a finished single-family home, or each unit of a multi-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.

**c. 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, 419 North Broadway, 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: \_\_\_\_\_