

## LOT PURCHASE AGREEMENT

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

WHEREAS, Seller is the owner of certain lots within the Sunrise 2<sup>nd</sup> Addition, in the city of Anthony, Kansas (“Subdivision”);

WHEREAS, Seller wishes 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**, and Buyer does hereby agree to purchase from Seller, for the following described real estate, situated in Harper County, Kansas, to-wit (the “Property”):

[insert legal description of lot]

**2. PRICE:** In consideration of conveyance of the Property to Buyer, Buyer hereby agrees to pay Seller the sum of \$1.00, and to comply with the terms and conditions contained herein.

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

**4. TITLE:** **Upon closing**, Seller shall convey the Property to Buyer by **Special Warranty Deed** which warrants that the Property 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. **OR: Upon closing, Seller shall execute and furnish a Deed conveying said Property to Buyer. The Seller makes no representation concerning the marketability of the title thereto. Seller warrants free and clear title.**

**5. CONDITION OF PROPERTY:** Buyer has inspected the property and is aware of its

condition, location, boundaries, and the existence of alleys, easements, and public roads. Buyer accepts the property in its present condition.

6. **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. **Required Plans:** Buyer agrees to construct a single-family residence on the Property and to submit a building permit application for prior approval of such construction. Site plan, drainage plan, elevation of the lowest floor and adjacent grades, stamped construction drawings, and any other information required by the Developmental Services office of the City of Anthony shall be required to accompany the building permit application.

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

c. **Home Size:** The ground floor (*Question: ground floor or "gross living area"?*) of the finished single-family home shall be no less than 1,200 square feet. Garages, porches, breezeways and patios are not included in the calculation of finished square footage.

d. **Prompt Construction:** A city building permit shall be obtained prior to commencement of construction. Construction must commence no later than 6 months from the date of execution of this agreement ~~and within forty five (45) days of closing.~~ Construction must be completed and a certificate of occupancy issued within 365 days of ~~securing the zoning permit~~ the start of construction. For good cause shown, Seller may grant up to two (2) forty-five (45) day extensions of the ~~above time limits~~ deadline to receive an occupancy permit. Seller has sole discretion to grant or deny extensions. All contractors and sub-contractors are required to be licensed with the City of Anthony and pull their own respective permits.

e. **Site Improvement and Inspection Costs:** Buyer shall be responsible for all costs associated with any improvements and any covenant or code requirements for improvements of the Property, as well as the costs for required inspection services to verify construction code compliance. Buyer further acknowledges and agrees that the dwelling and all other improvements constructed on the Property shall be subject to inspection by a licensed qualified inspector of Seller's choosing and must pass such inspection. In the event any such improvements do not pass such inspection; Buyer shall be obligated to make such repairs and improvements as necessary to pass inspection. All costs of inspection shall be paid by Buyer. Said inspection costs can be passed to the Builder if mutually agreed by Buyer and Builder.

7. **BREACH:** In the event Buyer breaches this Agreement then Seller may elect such remedies as provided by law or this Agreement, as Seller in its sole discretion deems appropriate, including but not limited to requiring Buyer to reconvey Property title back to Seller. 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. In such case, this agreement shall be rendered null and void, where upon all rights of the Buyer hereunder shall terminate, and the Seller shall be entitled to exclude Buyer from the premises and retain possession of said real estate and enter into an agreement with another Buyer to complete development of the premises. Upon said election, all parties shall be released from further liability hereunder.

**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 and thereafter shall be prorated to date of closing shall be the responsibility of the Buyer. Seller hereby discloses to Buyer that the Property is subject to special assessments in the amount of \$0.00 or is located in an improvement district created pursuant to K.S.A. 12-601 *et seq.* or K.S.A. 12-6a01 *et seq.*, or both. By signing below, Buyer acknowledges that Buyer is aware of such special assessment or that the Property is located in an improvement district created pursuant to such statutes. *(Question: Is the specials language needed since there are no specials)*

**9. TITLE RESTRICTIONS AND RESERVATIONS:** Seller shall convey title to the Subject Real Estate to Buyers free of all encumbrances, except easements and restrictions of record, and subject to the following restrictions and reservations:

- a. reserving unto Seller all oil, gas and other minerals on, under or otherwise appurtenant to the Subject Real Estate;
- b. the Sunrise 2nd Addition Residential Covenants and Restrictions and the City's Unified Development Code Book;
- c. Buyers, their heirs, successors, personal representatives and assigns shall be responsible for the maintenance of the shoreline of the lake abutting the Subject Real Estate;
- d. Should Buyer fail to meet the terms of this Agreement, then the transfer of the above-described real estate shall be rendered null and void and Buyer shall convey the real estate back to the City of Anthony by warranty deed. A deed sufficient for this purpose shall also be signed at the time of closing and maintained by the escrow agent and filed to reclaim ownership of the land to the City of Anthony should the Buyer fail to meet these terms. Costs for escrow agent to maintain deed for the duration of the project shall be the responsibility of the Buyer. *Is Real Estate the correct term here to include land and improvements (since part of a house could be constructed or materials abandoned on site) or should this just be Property/Lot/land?*

**10. FINANCING:** Financing for this Development is provided by (bank name and address) \_\_\_\_\_.  
If Buyer fails to meet the terms of this Agreement, the Financer has first option to take ownership of the improvements of the real estate subject to the terms of this Agreement. *(Brandon, is this needed due to mortgage rights?)*

**11. ESCROW AGENT:** Security First Title Company is designated as the escrow agent. Both parties will sign necessary escrow documents and keep the escrow agent reasonably

informed.

**12. 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.

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

**14. MEGAN'S LAW DISCLOSURE:** Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

**15. AGENCY DISCLOSURE:** Buyer and Seller represent and warrant to the other that they have not engaged a broker or finder in connection with the purchase of the Property. *(Does Heartland's Agreement count here to warrant different disclosure? We agreed that Klausmeyer pays Heartland \$3,000 for each contract they enter into to build a home. However, the contract says it's between Heartland and Klausmeyer and city is not obligated to assist in procuring the fees. Is disclosure warranted?) Thought of a statement to include here if necessary: Seller procured a project Builder, Klausmeyer Construction, through Heartland Partners, LLC. Klausmeyer Construction has the first right to meet the needs of potential applicants to build in Sunrise 2<sup>nd</sup> Lots 1-16 Block 5. If Klausmeyer Construction cannot meet those needs, applicants can secure services of outside Builders. I didn't say anything about the \$3,000 because it's between the on how to pay that, but I wasn't sure.?*

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

**17. NOTICES:** Any notice required or necessary between the parties shall be in writing and given to the Seller, c/o City Administrator, 124 S. Bluff, Anthony, Kansas 67003, and to the Buyer at the address shown under Buyer's signature on this Agreement.

**18. 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.

**19. 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.

**20. EXCLUSIVE LAW AND VENUE:** Developer agrees that this Agreement shall be governed by Kansas law and consents to the exclusive jurisdiction and venue of the Harper County, Kansas District Court for any dispute that may arise out of, or under, this Agreement.

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

**“BUYER” (Notarized Signature Required)**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

**NOTARY**  
State of Kansas  
County of Harper

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, a \_\_\_\_\_ individual.

\_\_\_\_\_  
Signature

Notary Name:  
Notary Title:

My commission expires:

**“SELLER”**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Governing Body of the City of Anthony, KS.

City of Anthony, Kansas

By: \_\_\_\_\_  
Greg Cleveland, Mayor

ATTEST:

\_\_\_\_\_  
Cyndra Kastens, City Clerk