



CITY OF LINCOLN CENTER

Phone 785-524-4280
Fax 785-524-3408
E-mail: rmgourley@nckcn.com

153 W. Lincoln Ave.
P.O. Box 126
Lincoln, Kansas 67455

Re: Free Residential Lots

Welcome to our community! Thank you for your interest in the "Free Lot Plan" offered by our city. Lincoln Center is invigorated with new businesses and residents, rekindled community spirit, and unbridled optimism about its future.

The brand new subdivision is nearly complete. Lot size varies from nearly 12,000 to 36,000 square feet. All lots are within close walking distance of the community's medical, education and recreation facilities, grocery store, restaurants and other retail shops, as well as the theater, art center, library and museums.

Keep in mind that, while making plans for your new home, you may acquire your lot immediately. Lots are served by new streets and all new utilities through a special assessment payment plan shared by the City. Additionally, all lots qualify for the City's 10 year property tax rebate program.

I encourage you to pay us a visit and learn more about our diverse, walkable, and picturesque community with small-town character. We believe we must build places that people want to live in for what they are, rather than for what they are not. Our new subdivision, while enhancing access to amenities and quality of life, offers you an opportunity to become a full time resident. Highways that connect the city to rest of Kansas sit a few blocks away.

Lots are available on a first-come, first-serve basis upon full completion of plan documents, satisfying plan criteria, and given the City's approval. For your convenience and information, we have enclosed the following items with this letter:

- Illustration of the subdivision plat
- "Application to Purchase Sheppard Subdivision Property" form
- "Agreement" form and "Exhibit A, Covenants, Conditions and Restrictions"

All applicants interested in acquiring a lot should complete the "Application to Purchase" form and return it to the City of Lincoln Center, P.O. Box 126, Lincoln, Kansas 67455.

Please do not hesitate to contact our staff with any questions you may have about building your new home in Lincoln.

Sincerely,

Del Vignery, Mayor

City of Lincoln Center, Kansas

Lincoln Free Lot Program

- 1. Complete and Return Application**
- 2. Receive Contact from City of Lincoln**
- 3. Send Proof of Financial Means (Lender's Pre-Approval Letter) or Financial Statement and Floor Plan/Design of Proposed Home**
- 4. Execute Agreement with City and Send Deposit for Selected Lot**
- 5. City Send Agreement to Land Home Title for Title Insurance**
- 6. Deed Process**

CITY OF LINCOLN CENTER, KANSAS
Application to Purchase Sheppard Subdivision Property

Instructions:

To assist in determining if you qualify for ownership of a property within the subdivision please answer all of the questions below.

Applicant 1

1. Name: _____
2. Current Residence
City: _____
Address: _____
State & Zip: _____
3. Telephone () _____
4. Date of Birth _____
5. Gender M F
6. Marital Status:
a. Married Single
b. If married will your spouse have a relevant interest in the property to which this application relates? Yes No
8. No. of Dependents: _____
9. Age of Each Dependant:
10. Occupation: _____
11. Employment Status:
Full time Part time Self-employed
Retired Unemployed
Time there:
Employers:
Name: _____
Address: _____
City: _____
State: _____

Applicant 2 (Spouse)

1. Name: _____
2. Current Residence
City: _____
Address: _____
State & Zip: _____
3. Telephone () _____
4. Date of Birth _____
5. Gender M F
6. Marital Status:
a. Married Single
b. If married will your spouse have a relevant interest in the property to which this application relates? Yes No
8. No. of Dependents: _____
9. Age of Each Dependant:
10. Occupation: _____
11. Employment Status:
Full time Part time Self-employed
Retired Unemployed
Time there:
Employers:
Name: _____
Address: _____
City: _____
State: _____

12. Location of Preferred Parcel:

Sheppard Subdivision, Lot _____ Block _____

13. Do you intend to:

Purchase a manufactured home

Enter into a contract to build

Perform as an owner / builder

14. Estimated construction cost? _____

15. Expected date of occupancy as an owner? _____ 20_____

16. Will each applicant be occupying the established home as their principal place of residence upon completion of construction? Yes No If answer is no explain:

17. Loan Status:

a. Will a loan be necessary to finance construction? Yes No

b. Has a lending institution furnished a written commitment for you to move forward with your project? Yes No

c. Name and address of lending institution: _____

I have read and understood the information in this application and I have provided answers that are true and correct.

Applicant 1

Signature: _____ Date: _____

Applicant 2

Signature: _____ Date: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____ by and between, the City of Lincoln Center, hereinafter referred to as "CITY" and _____ hereinafter referred to as "BUYER."

WITNESSETH:

CITY hereby covenants and agrees that if the BUYER shall perform all covenants hereinafter mentioned on the BUYER's part to be performed, then the CITY shall cause to be conveyed to the BUYER, in fee simple, clear of all encumbrances whatever, by a General Warranty Deed, and a title insurance policy showing good merchantable title to the following described property, to-wit:

together with all the improvements thereon and appurtenances thereto belonging except mineral rights which the CITY expressly reserves and subject to easements and restrictions of record and subject to the covenants, conditions and restrictions (collectively referred to herein as covenants) attached to and made a part of this agreement as Exhibit A with which BUYER agrees to comply.

FURTHER CONSIDERATION

BUYER agrees to enter into a contract with a building contractor to build a single family residence upon the above property within [] months of the date of this agreement. BUYER further agrees to start construction within 36 months of the date of this agreement and finish construction within 18 months of the start of construction.

DEPOSIT

The BUYER shall pay to the CITY a deposit of \$.08 per square foot upon the signing of this agreement. This deposit shall be refunded to the BUYER after the BUYER has performed all of the terms and covenants contained in this agreement.

POSSESSION

Possession shall be delivered at time of closing.

TITLE INSURANCE

The CITY is to deliver to the BUYER a commitment for title insurance to the above described real estate. The BUYER shall have a reasonable time for their attorney to examine the title insurance policy, and the CITY shall have a reasonable time to complete

any requirements to show that there is merchantable title. The BUYER shall pay the Title Insurance Premium.

TAXES

Taxes and assessments for the year 2006 and all previous years shall be paid by the CITY. Taxes and assessments for all subsequent years shall be paid by the BUYER.

ESCROW

It is understood and agreed that the deed to said property is to be executed at once and placed in escrow with a copy of this agreement with LAND HOME TITLE as the ESCROW AGENT. The ESCROW AGENT shall deliver said deed to the BUYER at closing.

CLOSING

Closing shall take place upon fulfillment of any title requirements disclosed in the title commitment referred to above. Closing shall take place at the office or location of the ESCROW AGENT or at such other location as may be agreed upon by the parties. It is expressly understood and agreed that all terms and covenants contained in this agreement shall survive closing and shall remain binding upon the BUYER.

DEFAULT

In the event BUYER fails to comply with any of the terms of this contract, then this contract shall, at the option of the CITY, become immediately null and void, whereupon all rights of the BUYER hereunder shall end, and the BUYER shall convey the subject property back to the CITY by general warranty deed free and clear of all claims and liens. All monies paid hereunder shall be retained by the CITY as rent and liquidated damages for said non-performance. The CITY shall be entitled to regain possession of said real estate after which all parties shall be released from further liability hereunder. If the CITY does not exercise its option to terminate this contract as aforesaid, the City may pursue such other rights as it may have and shall be entitled to whatever other legal or equitable remedies are available to the CITY.

ASSIGNMENT

This agreement shall not be assigned without the prior written consent of the CITY.

BINDING EFFECT

Time is of the essence of this agreement and all payments must be made promptly and in accordance with the terms hereinbefore set forth. Any extension of the completion date shall be by the mutual written agreement of the parties. This agreement shall extend to

and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

“CITY”

“BUYER”

Exhibit A
COVENANTS, CONDITIONS and RESTRICTIONS

CERTIFICATE OF RESTRICTIONS

Relating to the Sheppard Subdivision

A subdivision of the Sheppard Addition to the City of Lincoln Center, Kansas

The City of Lincoln Center, owners of all of the lots in the Sheppard Subdivision, a subdivision of the City of Lincoln Center, Kansas, as filed and recorded in the office of the Register of Deeds of Lincoln County, Kansas, do hereby establish and certify the following restrictions relative to the lots of said subdivision.

SECTION 1. PURPOSE OF COVENANTS

- A. It is the intention of the city that lands within the subdivision be developed and maintained as a highly desirable residential area for families to dwell. The purpose of these covenants is to protect the natural beauty, the natural growth and setting of the surroundings of the subdivision, and that the same shall always be protected insofar as it is possible in connection with the uses and structures permitted by this document. The lots and parcels of land aforesaid will not be given away, sold, leased, conveyed, or in anyway alienated unto any person or entity except subject to the terms and conditions of the restrictions within this document.

SECTION 2. CONSENT

- A. No building shall be erected, placed or altered upon any lot until the construction plans and specifications and a plan showing the location of the structures have been approved by the appropriate city officials or the city's designated agent, as to the quality of workmanship and materials, building codes, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot near to any street and the minimum building setback line unless similarly approved.

SECTION 3. ENFORCEMENT AND APPEAL

- A. The lots in said subdivision shall be subject to all restriction contained in this document and all zoning and building codes of the City of Lincoln Center. The restriction and other codes will be enforced by the appropriate city officials and any variance, exceptions, or appeal from the decision shall be made in writing to the Governing Body of the City of Lincoln Center.

SECTION 4. LAND USE AND GENERAL RESTRICTIONS ON ALL TRACTS

- A. The City of Lincoln Center retains all mineral rights for all lands sold. No mining, drilling, or excavating for any substances within the earth, including water, shall ever be permitted within the limits of the subdivision.
- B. One Dwelling Unit Per Lot
Not more than one building designed or available for use as a dwelling shall be erected, placed or converted to use as such, on any lot.
- C. No lot described on the recorded plat of the subdivision shall ever be resubdivided into smaller or larger tracts or lots nor conveyed nor encumbered in any less or more than the full original dimensions as shown on said recorded plat.

- D. All improvements, construction, landscaping and alterations on the lands within the subdivision shall conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished ground elevation.
- E. No lot shall be used except its primary purpose shall be for residential purposes.
- F. No garage or other outbuilding shall be constructed on any lot until after commencement of construction of the dwelling house on the same residential lot. All construction and alteration work shall be pursued diligently and each building, structure, or improvement which is commenced on any residential lot shall be entirely completed within 18 months after commencement of construction.
- G. No towers, radio, television or communication antennas higher than three feet above the highest roof line of the dwelling house shall be erected on any residential lot. So as not to detract from the value and desirability of surrounding property, parabolic (dish) type antennas must be located behind the principal frontal plane surface of the dwelling. Regardless of antenna type, the antenna must be permanently mounted to either the ground or to a structure. Only one antenna shall be allowed per lot.
- H. Owners shall have the right to periodically rent their residence so long as the rental activity does not result in any objectionable noise, fumes, dust, or electrical disturbance, nor does it increase traffic volumes or amount of parking within the property and so long as such rental conforms to the single-family residential character of the subdivision.
- I. No individual sewage disposal system shall be permitted on any lot.
- J. Home Office/Business

Individual lots within the subdivision may be used for a home office/business which is defined as a commercial enterprise conducted by a person in his residence. No other commercial enterprise or business shall be allowed. In order for a commercial activity to be considered as a home office/business within the meaning of this section, the following criteria shall be met:

- i. The activity shall be located on the same lot as the residence of the person conducting the home office/business, and the activity shall be entirely contained within the person's residence. The location of the home office/business shall not interfere with the provision of required parking spaces.
- ii. The activity is carried on only by the person(s) who reside(s) at this location.
- iii. The activity is incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity does not exceed 20% of the total building square footage contained on the property or 1000 square feet, whichever is less.
- iv. The activity does not result in any objectionable noise, fumes, dust or electrical disturbance, nor does it increase traffic volumes or the amount of parking in the immediate neighborhood.
- v. The activity does not include any window or outdoor display of goods, stock in trade, or other commodities, and does not include any retail sales on the premises. A dwelling unit where a home office/business is located shall not be used as a point for customer visits, pick-ups or deliveries. The outdoor storage of goods, stock in trade and other commodities shall be prohibited.
- vi. In no event shall any sign advertising the office/business be allowed.

- vii. Prior to opening the home office/business, the person desiring to open the home office/business shall have notified the City and requested approval of the home office/business. The home office/business may not be conducted without the approval of the Governing Body of the City. The Governing Body of the City has the authority to determine whether or not a particular enterprise qualifies as a home office/business and meets the requirements of these covenants.
- viii. Certain businesses and commercial enterprises are specifically excluded from the criteria for a home office/business. The specific businesses which shall be excluded are by way of illustration, but not limitation: no store of any kind, no hospital, sanatorium, or other place for the care or treatment of the sick or disabled, physically or mentally; nor any public theater, bar, restaurant, or other public place of entertainment; nor any church, or any residential building housing more than one family shall ever be constructed, opened, or permitted to remain within the subdivision.

SECTION 5. DESIGN STANDARDS, GEOMETRIC SPACING AND DIMENSIONS

- A. No structure of a temporary character, trailers, basement, tent, shack, garage, barn, or other out building shall be used as a residence or place of business, either temporarily or permanently.
- B. Each primary residence shall include a two-car garage within or without the structure. No metal garage shall be erected on any lot.

The following minimum requirements as to spacing, area, and width shall be observed:

- C. The minimum building site area shall be not less than that shown on the subdivision plat.
- D. The minimum lot frontage at the front property line shall be no less than that shown on the subdivision plat.
- E. The minimum set back line shall be as follows:
 - i. The front of the building set back line shall be a minimum of twenty-five feet from the property line as shown on the subdivision plat.
 - ii. Side buildings set back line shall be a minimum of six feet, except for corner lots where the side adjacent to the street shall conform to the building set back lines on the subdivision plat.
- F. The minimum floor area in a one-floor structure, exclusive of basement, garages, open porches, terraces, and patios shall not be less than 1300 square feet.
- G. The minimum ground floor area of one and one-half and two story structures, exclusive of basements, garages and open areas, shall be 900 square feet, provided that in such events, the minimum, usable floor area in the second floor shall be not less than 500 square feet,
- H. Roofs shall require a minimum of 5-12 pitch and shall have an overhang of no less than 12 inches. No metal roof shall be allowed on any structure.
- I. No fence or similar enclosure may be built on any lot except a rear yard fence. Any fence built on any of the lots shall be maintained in proper manner so as not to detract from the value and desirability of surrounding property.

SECTION 6. EASEMENTS

- A. Easements for installment and maintenance of utilities are reserved for the use of utilities and are reserved for drainage purposes over the width of the easement as shown on the recorded plat.

SECTION 7. UTILITIES (WATER, ELECTRIC, SEWER, GAS, OTHER)

- A. All utilities shall be located within an easement or upon public property.
- B. All utility lines within the limits of the subdivision must be buried underground and may not be carried on overhead poles nor above the surface of the ground. Such lines include, but are not limited to, water, gas, electric, telephone, intercoms and television.
- C. All private utilities, including service connections for telephone, cable TV and the like shall be installed underground.
- D. Each housing unit shall be metered individually and meters above the ground will not be permitted upon the public street property within the subdivision.
- E. Gas meters may be above ground when located along the rear lot lines.
- F. Connection to the public water supply and the sanitary sewer system is mandatory.
- G. Water meters shall be located below the surface of the ground.
- H. All electrical service connections shall be installed underground and shall be approved by the City.

SECTION 8. NUISANCES

- A. No noxious or offensive trade or activity shall be carried on or permitted to be carried on within the confines of any of the lots of the subdivision.
- B. Signs. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any lot or tract in the subdivision with the exception of one "availability" (for sale or rent) shall be allowed.
- C. Domestic Pets. No animal shall be kept on any lands in the subdivision except ordinary household pets belonging to the household. No more than two dogs and two cats per unit may be kept on any residential lot. Owners shall not allow their dogs and/or cats to disturb the peace and quiet of any neighbor by barking, fighting, howling, crying or by emitting any other similar sound. All dogs and cats must be under direct control of their owners at all times and must not be allowed to roam off the owner's residential lot. All dogs and cats and other household pets shall be subject to all control provisions for such animals as enacted by the City from time to time and enforced by it. Owners may construct dog runs using chain link fence material, so long as the chain link fence is screened with natural materials and is not visible from the road or the neighboring lots.
- D. No elevated tanks of any kind shall be erected, placed or permitted upon any residential lot. Owners may construct playground equipment, trampolines, and tanks used for spas or swimming, so long as they are located to the side facing the back of the dwelling and fenced or screened with natural materials and are not visible from the road or neighboring lots.
- E. All exterior lights and light standards on residential lots shall be harmonious to the development of the subdivision and the prevention of lighting nuisances to other lands in the subdivision.

- F. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
- G. No advertising signs shall be displayed to the public view on any home site without first obtaining written approval of the Board of Directors, excluding temporary signs for a period of not more than seven (7) days. Real estate signs shall not exceed the size of 18" x 24" and shall be placed parallel to the road, set back not less than 20 feet from the center line of the road.
- H. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any home site and said premises shall at all times be kept mowed and clear of debris. In the event that the owners of any home site shall fail or refuse to keep the premises mown and free of weeds, underbrush and refuse piles, then the City may enter upon said premises and remove such refuse or mow the home site or cut such weeds or underbrush and charge the owner for such services. Such entry on the part of the City shall not be deemed a trespass. Such charges, if not paid, shall bear interest at the maximum rate allowed by law and the City shall have a lien for such charges and for such interest and for reasonable attorney's fees and costs incurred in collecting same. Any partial payment shall be applied first to interest, costs and attorney's fees and then to the charge due.
- I. No unlicensed vehicle shall be kept on any lot. No storage of trailers, boats, boating equipment, travel trailers, camping equipment, or recreational vehicles shall be visible from the street.
- J. No motorized recreational vehicles such as trail bikes, snowmobiles, unlicensed motor bicycles, or all-terrain vehicles shall be operated on any roads, streets, private lots, or common area tracts anywhere within the subdivision.

SECTION 9. REMEDIATION

- A. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- B. The City of Lincoln Center may institute, prosecute and obtain injunctive relief against any person or entity whomsoever, undertaking to utilize the lands of aforesaid inconsistent with the requirements hereof.

SECTION 10. DURATION

- A. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until such time an instrument has been signed by all of the then owners of the lots as they are recorded, agreeing to change said covenants in whole or in part.

In witness whereof, the undersigned Mayor and City Clerk of the City of Lincoln Center, Kansas, the City being owner of all of the lots in Sheppard Subdivision of the Sheppard Addition to the City of Lincoln Center, Lincoln County, Kansas, have hereunto set their hand this 11th day of October 2004.



Del Vignery
Del Vignery, Mayor

ATTEST:

Rose M. Gourley
Rose M. Gourley, City Clerk