

BEGINNING

N 1/4 Corner 13 T30S R34W
Set 1/2" Rebar w/yellow plastic cap
stamped EEI RLS-1332

Right of Way
Dedicated This Plat

ROAD 210

S89°35'08"E 1102.88'

Section Line

10

10' U/E

Section Line

INCA ST.

N00°10'17"E 1085.01'

N00°10'17"E (M) 1936.37' (M)

Section Line

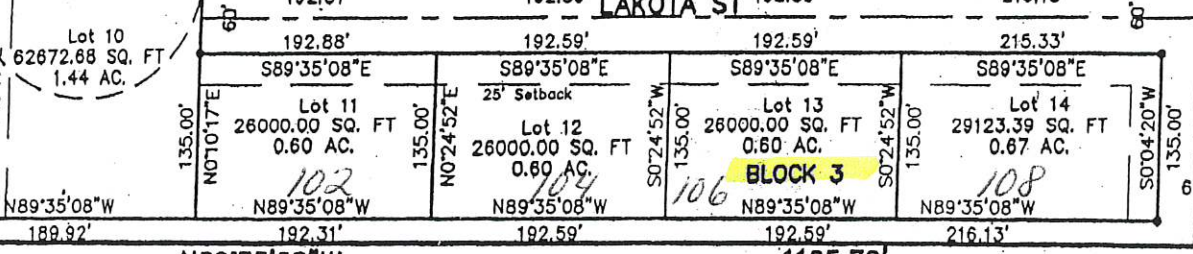
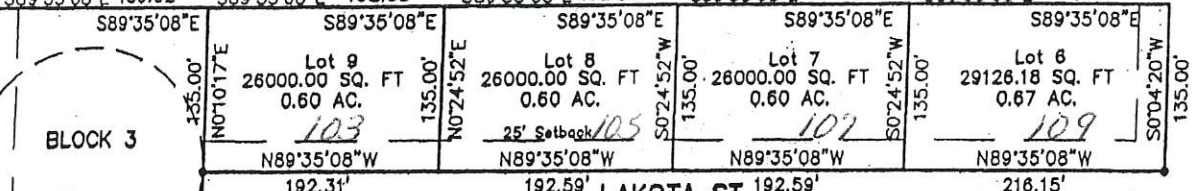
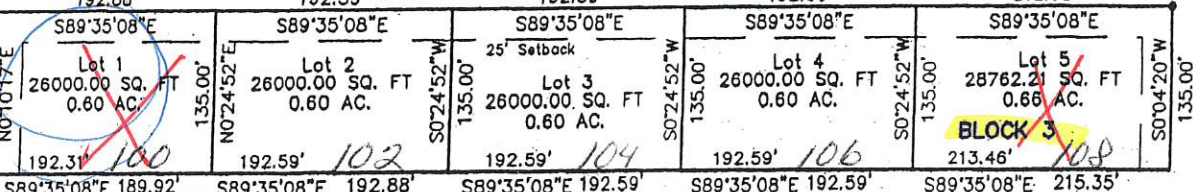
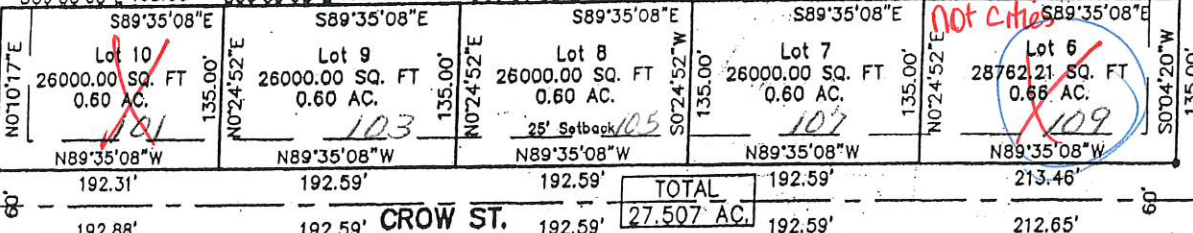
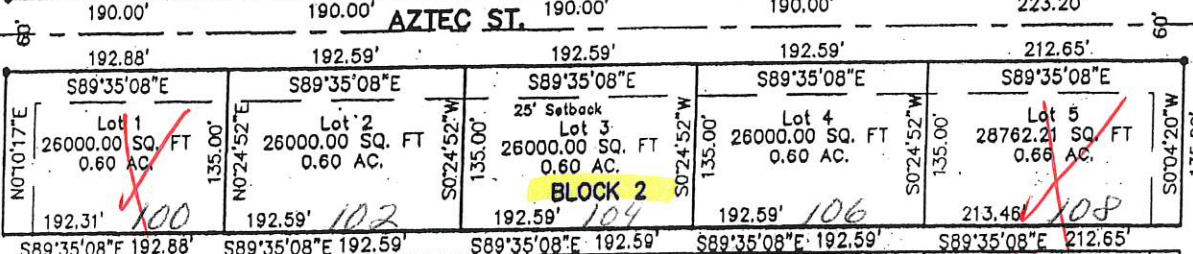
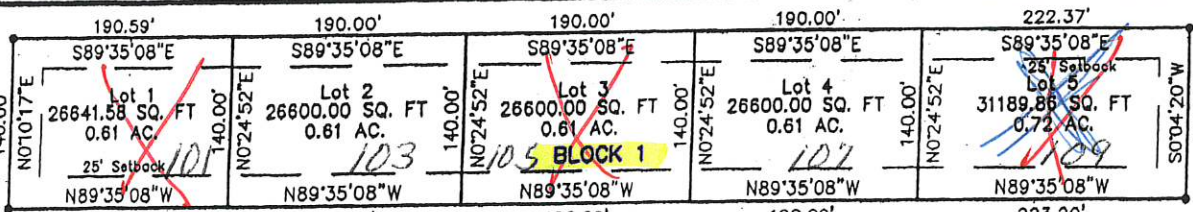
YUMA ST.

Section Line

N00°04'20"E (M) 836.36' (M)

S00°04'20"W (M) 1805.81' (M)

S00°04'20"W (M) 5284.63' (M)



N89°35'08"W

1105.79'

Northern Plains Subdivision

Protective covenants and restrictions

The City of Satanta, KS, being the owner and proprietor of a tract of land located in the Northeast Quarter (NE 1/4) of Section Thirteen (13), South, Range Thirty-four (34) West, of the Sixth Principal Meridian, Haskell County, Kansas, known as the Northern Plains Subdivision. To the City of Satanta, KS, do hereby dedicate to public use and purposes the street, avenues, and alleys shown in the duly recorded plat of said subdivision.

Also, the owner does hereby create and impose the following protective covenants and restrictions upon the use of all lands within such platted subdivision, and to which all lands and convenances to any of the lands comprising the said plated area shall be subject.

A. All lots on block 1, block 2 and lots 1/5 on Block 3.

1. All lots shall be residential lots. No structure shall be erected, placed or permitted to remain on any residential plot other than one dwelling of new construction, modular home, or manufactured home not to exceed to stories in height or one mobile home per lot.
2. All lots are restricted to two detached dwellings for one family with private garage, storage or carport.
3. No residential structure shall be erected or placed on any residential building site nearer than 25 feet from the front line or nearer than 10 feet from an interior side lot line or nearer than 20 feet from a side street line or nearer than 10 feet from the rear of the building site.
4. All property shall be used for residential purposes exclusively. No offensive activity of any character shall be carried on or permitted on any property which activity is a nuisance in a residential neighborhood. No livestock shall be kept or harbored on any property in the subdivision with the exception of household pets.
5. No trailer, basement, tent, shack, garage or other outbuilding shall be at any time used as residence, either temporary or permanent. Residences shall be substantially completed prior to occupancy.
6. Each residential unit on any building site in the subdivision shall have a ground floor area of at least **1200 Sq. Ft.** exclusive of garages, breezeways and porches.
7. No residential structure shall be erected or placed on a building site which site has an area of less then 8500 Sq. Ft.

Northern Plains Subdivision

Protective covenants and restrictions

8. All modular homes, Manufactured homes, or mobile homes shall be placed on a permanent foundation.
9. All residential structures shall face the street.

B. Lots 6-14 on Block 3 (at least 800 sq ft.)

1. All lots shall be used for residential or for light industrial type operations and is intended for the purpose of allowing certain industrial uses which do not:

Require intensive land overage.

Generate large volumes of vehicular traffic.

Create obnoxious sounds, glare, dust or odor.

2. Residential use of lots shall be governed by the following.

- a. No structure shall be erected, placed or permitted to remain on any residential plot other than one dwelling of new construction, modular home or manufactured home not to exceed two stories in height or one mobile home per lot.
- b. All lots are restricted to two detached dwelling for one family with private garage, store or carport.
- c. No residential structure shall be erected or placed on any residential building site nearer than 25 feet from the front line or nearer than 10 feet from an interior side lot line or nearer than 20 feet from a side street line or nearer than 10 feet from the rear of the building site.
- d. All property shall be used for residential purposes exclusively. No offensive activity of any character shall be carried on or permitted on any property which activity is a nuisance in a residential neighborhood. No livestock shall be kept or harbored on any property in the subdivision with the exception of household pets.
- e. No trailer, basement, tent, shack, garage or other outbuilding shall be at any time used as a residence, either temporary or permanent. Residences shall be substantially complete prior to occupancy.

Northern Plains Subdivision

Protect covenants and restrictions

- f. Each residential unit on any building site in the subdivision shall have a ground floor area of at least 800 sq. Ft. exclusive of garages, breezeways and porches.
 - g. No residential structure shall be erected or placed on a building site which site has an area of less than 4500 Sq Ft.
- C. Architectural Control Committee. No building shall be erected, placed or altered until the construction plans and specifications, showing the location of the structures and all other information requested by such Committee have been approved by the Architectural Control Committee as to Quality of workmanship, design, materials, harmony of the external design with existing structures and as to location with respect topography and finish grade elevation.

The Architectural Control Committee is basically the council members. A majority of the Committee may designate a representative to act for the Committee. Vacancies will be filled by the remaining members of the Committee. The members of the Committee shall not be entitled to compensation for their services on the Committee. At any time, the members of the Committee or their successors may abolish the Committee or curtail its functions and authority.

- D. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.
- E. All utility service lines from the alley or easement to the structure shall be placed underground.
- F. The covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of 5 years from the date these covenants are recorded. After such time, said covenants shall be automatically extended for successive periods of 5 years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change in whole or in part.

Date:

Signature: _____

SATANTA RESIDENTIAL DEVELOPMENT PROGRAM
FREE BUILDING LOT APPLICATION

The building lots will be given by the City of Satanta for the purpose of providing an opportunity for the development of residential construction. It is the intent of the City of Satanta to offer incentives for relocation of families to the City of Satanta, Kansas, which will become permanent members of the community and contributors to its physical, social and economic structure. To be eligible for these lots, you must fill out this application for review by the City of Satanta. Once the application is completed and returned, the applicant will be required to meet with the city to form an agreement. Once the agreement is signed, construction may begin within the timeframe designated in the agreement.

Please complete the form and bring to a council meeting, along with floor plans.

I am interested, and would like a free lot to build a site-built house or erect a manufactured home on.

Name: _____

Address: _____

City: _____

Phone: _____

E-mail: _____

My family size is (circle one) 1 2 3 4 5 6 +

Number of Children under 18 (circle one) 1 2 3 4 5 6 +

If relocating to Satanta, would you need employment: (circle one) Yes No

Do you currently own a home? Yes No

When do you plan on relocating to Satanta:

____ 3 to 6 months

____ 6 months to one year

____ Other _____

Lots you are applying for _____

Signature _____ Date: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between, the City of Satanta, 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 BUYERS's part to be performed, then the CITY shall cause to be conveyed to the BUYER, in free simple, clear of all encumbrances whatever, by General Warranty Deed, and a title insurance policy showing good merchantable title to the following described property, to-wit:

Together with all improvements thereon and appurtenances thereto belonging except mineral right which the CITY expressly reserves and subject to easements and restriction 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.

FUTHER CONSIDERATION

A.) Within 6 months from the date of this agreement BUYER AGREES to do one (1) of the following:

1. Enter into a contract with a building contractor to build a single-family residence upon the above property, OR
2. Lay a foundation for the residence to be built or place, OR
3. Place the modular home or manufactured home on the lot.

*Reequipments in SUB A shall be construed to comply with all covenants and restrictions as attached and incorporated herein by reference, the same being Exhibit A.

B.) Within 12 Month from the date of this agreement BUYERS AGREES to do one (1) of the following:

1. Start construction of a newly constructed home, OR
2. Place the residence on the foundation that has been built, OR
3. Occupy the modular home or manufactured home.

*Requirements in SUB B shall be construed to comply with all covenants and restrictions as attached and incorporated herein by reference, the same being Exhibit A.

C.) Within 18 months from the date of this agreement BUYERS AGREES to do one (1) of the following:

1. Finish construction of the new home, OR
2. Occupy the residence.

*Requirements in SUB C shall be construed to comply with all covenants and restrictions as attached and incorporated herein by reference, the same being Exhibit A.

DEPOSIT

The BUYER shall pay to the CITY a deposit of \$500 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 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 prior to the closing date 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 the agreement with _____ 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 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 deed free and clear of all claims and liens. All monies paid hereunder shall be entitle 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 EFFORT

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 THEREOF, the parties have hereunto set their hands on the day and year above written.

"CITY"

"BUYER"