



CITY OF HARLAN

CITY HALL | 711 DURANT ST. | BOX 650 | HARLAN, IOWA 51537

PHONE (712) 755-5137 | FAX (712) 755-5138

EMAIL: CITYHALL@HARLANNET.COM

Thank you for your interest in purchasing a lot in the GH Christiansen subdivision in Harlan, Iowa. The land is ready for you to build with infrastructure in place including water, sewer, utilities, streets and sidewalks. There are a variety of lots available to construct your home and each lot is priced at **only \$1,000!**

The attachments are designed to answer many of your questions.

- Plat of the lots in the subdivision identifying the lots available for sale. There is also a large, billboard sign of the lots at the corner of 12th & Dye Street.
- Covenants which provide guidelines on purchase, construction and residing in the area. (EXHIBIT 1)
- Purchase agreement which you may use to make your offer to purchase. (EXHIBIT 2)

In addition, the USDA Rural Development has a Single Family Housing Loan program which may provide direct loans and loan guarantees to build a new home. Contact the Atlantic USDA Rural Development office at 712-243-2107, ext. 4 for more information.

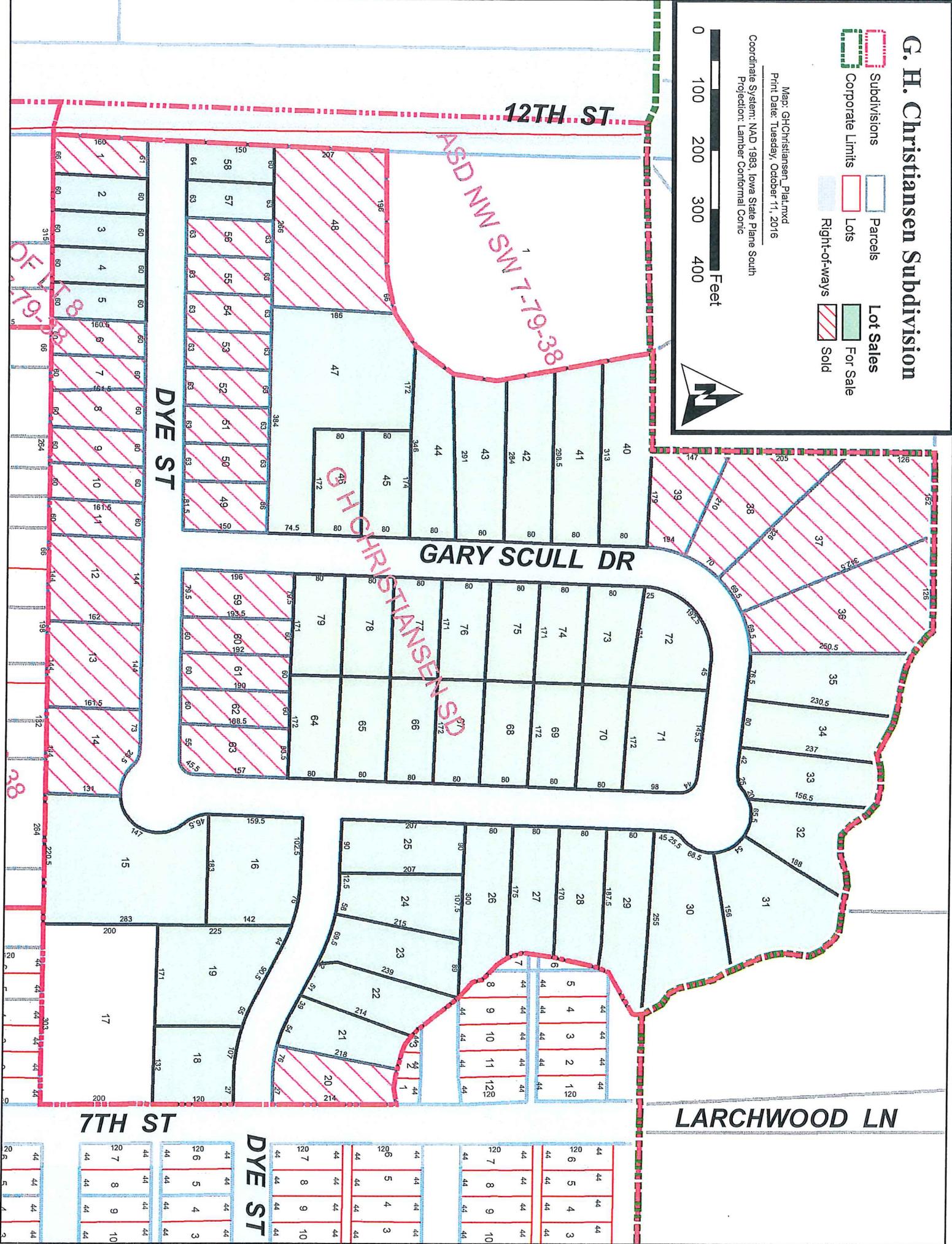
Once you make an offer to purchase you can expect the City Council to act on your offer in at least two City Council meetings which may take 30-45 days. This is part of a normal process to sell and dispose of publicly owned property.

We are excited to learn of your interest and will do all we can to support you through the process and address your questions. Please call or stop in to City Hall and we will be glad to assist you.

G. H. Christiansen Subdivision

- Subdivisions
- Corporate Limits
- Right-of-ways
- Parcels
- Lots
- Lot Sales
- For Sale
- Sold

Map: GHChristiansen, Platmxd
Print Date: Tuesday, October 11, 2016
Coordinate System: NAD 1983, Iowa State Plane South
Projection: Lambert Conformal Conic



12TH ST

ASD NW SW 7-79-38

DYE ST

GARY SCULL DR

LARCHWOOD LN

7TH ST

DYE ST

As amended April 5, 2011

**DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND RESERVATIONS**

G.H. CHRISTIANSEN SUBDIVISION
Harlan, Iowa

THIS DECLARATION, made this 5th day of April, 2011 by The City of Harlan ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II hereof; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of certain public and private areas, amenities, and open spaces and to this end desires to subject the real property described in Article II, Section 1 hereof to the easements, restrictions, covenants, conditions, reservations, charges and liens set forth in this Declaration, each and all of which is and are for the benefit of the property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the power of maintaining the certain public and private areas, amenities and open spaces, administering and enforcing the covenants and disbursing the assessments and charges created by the Declaration; and

NOW, THEREFORE, Declarant declares that the real property described in Article II, Section 1 hereof is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions"), herein established which covenants and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the hereinafter described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

a) The Declarant: City of Harlan, Iowa, as well as its successors and assigns, if such successor or assign shall acquire more than 50% of the Existing Property as defined herein, from the Declarant for the purpose of development. Notwithstanding the foregoing no individual or entity acquiring a Lot from the Declarant shall become the Declarant solely by such acquisition, but only as a result of a specific assignment of Declarant rights, which assignment shall not be effective unless incorporated in the instrument of conveyance.

b) Living Unit: A residential housing unit consisting of a group of rooms, and hallways and attached garage which are designed and intended for use as living quarters for one family or multi-families and located on a lot as permitted by the applicable zoning.

c) Lot: Any Lot contained on a recorded plat of G.H. Christiansen Subdivision, including any Lot resulting from the platting of any additional property and made subject to this Declaration pursuant to Article II hereof.

ARTICLE II

Section 1. Existing Property. The real estates subject to this Declaration is located in Harlan, Shelby County, Iowa, and is described as follows: Lots 1-79 in the G. H. Christiansen Subdivision to the City of Harlan, Shelby County, Iowa, all of which property shall hereinafter be referred to as "Existing Property".

The undersigned owner of the Existing Property does hereby adopt and impose the following protective covenants, restrictions, and all reservations upon the real estate for itself and its successors, grantees, and assignees, to-wit:

1. No lot shall be used except for residential purpose. No lot may be subdivided without written permission from the Declarant after it has been transferred by the Declarant. Only one lot may be utilized as a single building plot. With the prior approval of the Declarant (after a recommendation from Declarant's Personnel and Finance Committee), an individual may acquire no more than two lots upon which may be built a single family residential unit.
2. No outbuildings, detached garage, shed, tent, trailer of any kind shall be erected, or maintained on the lots, with the exception that one shed of a minimum area of 64 sq. ft. maximum area of 120sq. ft. will be permitted on all lots. The exterior of any shed shall be of a material, color and roof similar to the main building located thereon.
3. All residences or living units shall be of new construction with at least a one-car attached or concrete parking area (minimum 12' wide and extends to back of house). No car port or lean-to shall be constructed or maintained.
4. No owner of any part of the property will do or permit to be done any act upon his property which is or may become a nuisance.
5. No mechanical work shall be permitted on vehicles outside of a garage for over a 24-hour period.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for resale or any commercial purpose. All pets must reside in the living unit and shall be licensed and restrained pursuant to the local ordinances.
7. The Declarant may waive or change any of the covenants without any person or persons consent as long as the Declarant maintains ownership of a majority of the lots in the Existing Property.
8. Each and every one of the covenants, restrictions and reservations herein contained shall be considered an independent and separate covenant and in the event if any one or more of these

shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions and reservations shall nevertheless remain in full force and effect.

9. Once a lot is purchased, construction of a living unit must commence within 6 months unless the Declarant grants an exception.

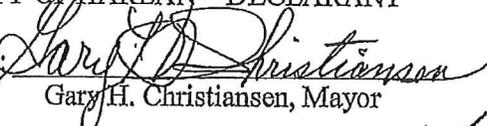
10. Any excavation dirt not used for back fill or landscaping shall first be offered to the Declarant which will haul it away at no charge to the lot owner.

11. Once the residential structure is completed, all lots shall be sodded or seeded as soon as practicable. This would include both side yards as well as the front and rear yards.

12. Any damage done to any existing sidewalk, curb, gutter, or adjacent street, including accumulated mud and/or accumulated soil must be repaired or removed as the case may be before occupation of the dwelling unit.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Declaration of Covenants, Conditions and Restrictions and Reservations this 5th day of April, 2011.

CITY OF HARLAN - DECLARANT

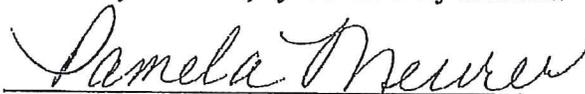
BY: 
Gary H. Christiansen, Mayor

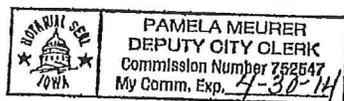
ATTEST:


Susan L. Lambert, City Clerk

STATE OF IOWA, SHELBY COUNTY, ss:

On this 5th day of April, 2011, before me the undersigned, a Notary Public in and for said State of Iowa, personally appeared Gary H. Christiansen and Susan L. Lambert, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Harlan, Iowa, that said instrument was signed on behalf of said Mayor and City Clerk by authority of its Council as contained in Resolution No. 1965 passed by the Council on the 5th day of April, 2011, and that the said Mayor and Clerk as such officials, acknowledged the execution of said instrument to be their voluntary act and deed of the City of Harlan, by it voluntarily executed.


Notary Public in and for the State of Iowa



PURCHASE AGREEMENT

SELLER: City of Harlan
711 Durant Street
Harlan, IA 51537
FIN: 42-6004756

BUYER: name spouse
street address
city, state zip
SSAN: (will be redacted if and when any document containing this number is made public)

1. REAL ESTATE DESCRIPTION. The Seller agrees to sell and the Buyers agree to buy the following described real estate located in Harlan, Shelby County, Iowa:

with any easements and appurtenant servient estates, subject to all zoning and other City ordinances, covenants or record, easements for public utilities, and any other liens, easements, and interests of others.

2. STREET ADDRESS. The above-described real estate is located at
address of property conveyed

3. PURCHASE PRICE. The purchase price shall be \$, payable at Seller's address as follows:

Down payment (paid with execution of this Purchase Agreement) \$
Balance due before possession (no more than 60 days from the date of this agreement) \$

4. REAL ESTATE TAXES. Buyers acknowledge that as a municipality, the Seller does not pay real estate taxes in the normal course of holding or owning the above-described real estate. Real estate taxes, including penalties and interest due from prior holders or owners of the property may still be owing against the property. Seller shall not be responsible for payment of any past, present, or future real estate taxes regardless of what is customary in the sale and purchase of real estate in Shelby County with respect to pro rated real estate taxes.

5. SPECIAL ASSESSMENTS. Buyers shall pay all special assessments which are a lien on the Real Estate as of the date of this Purchase Agreement, if any.

6. RISK OF LOSS. All risk of loss shall remain with Seller until possession of the Real Estate shall be delivered to Buyers.

7. CARE AND MAINTENANCE. The Real Estate shall be presented in its present condition and delivered intact at the time possession is delivered to buyers provided, however, if there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Seller, Buyers agree to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Seller shall not be required to replace same.

8. POSSESSION. Possession of the Real Estate shall be delivered together with the Quit Claim Deed upon payment of the purchase price provided herein which shall be paid within 60 days of the date of this Purchase Agreement unless otherwise agreed to between the parties.

9. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and include in the sale.

10. NO ABSTRACT. Seller shall NOT be responsible for providing Buyers with an Abstract continued through the date of this Agreement notwithstanding what is customary in the sale and purchase of real estate in Shelby County. If an Abstract to the Real Estate exists, and Seller is in possession of same, Seller shall deliver said Abstract to Buyers together with the Quit Claim Deed required herein.

11. DEED & TITLE. Upon payment of the full purchase price required herein, Seller shall convey the Real Estate to Buyers by Quit Claim Deed, together with the appropriate Resolutions and Proof of Publication required by §364.7 of the Iowa Code. Seller makes absolutely no warranty as to the marketability of title to the Real Estate conveyed herein.

12. REMEDIES OF THE PARTIES.

a. If Buyers fail to timely perform this contract, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.

b. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.

c. Buyers and Seller also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

13. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.

14. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

15. CLOSING COSTS. Notwithstanding what is customarily done in real estate transactions in Shelby County, Buyers shall pay Seller's closing costs and document preparation costs not to exceed \$250.00.

16. EASEMENTS. Seller shall retain all easements, including but not limited to, any and all utility easements, if any.

17. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

18. OTHER PROVISIONS.

THIS IS A LEGALLY BINDING CONTRACT. PRIOR TO SIGNING THE PARTIES NAMED HEREIN MAY WISH TO CONSULT WITH AN ATTORNEY TO HELP THEM DETERMINE THE LEGAL EFFECT OF THIS CONTRACT.

SELLER

By: _____
Mayor or Mayor Pro Tem

Date: _____

ATTEST:

City Clerk

Date: _____

BUYERS

By: _____
Buyer

Date: _____

By: _____
Spouse

Date: _____

REAL ESTATE AGENCY

By: _____
Agent