


City of 
GLIDDEN

LOTS FOR SALE
WEST VIEW ADDITION



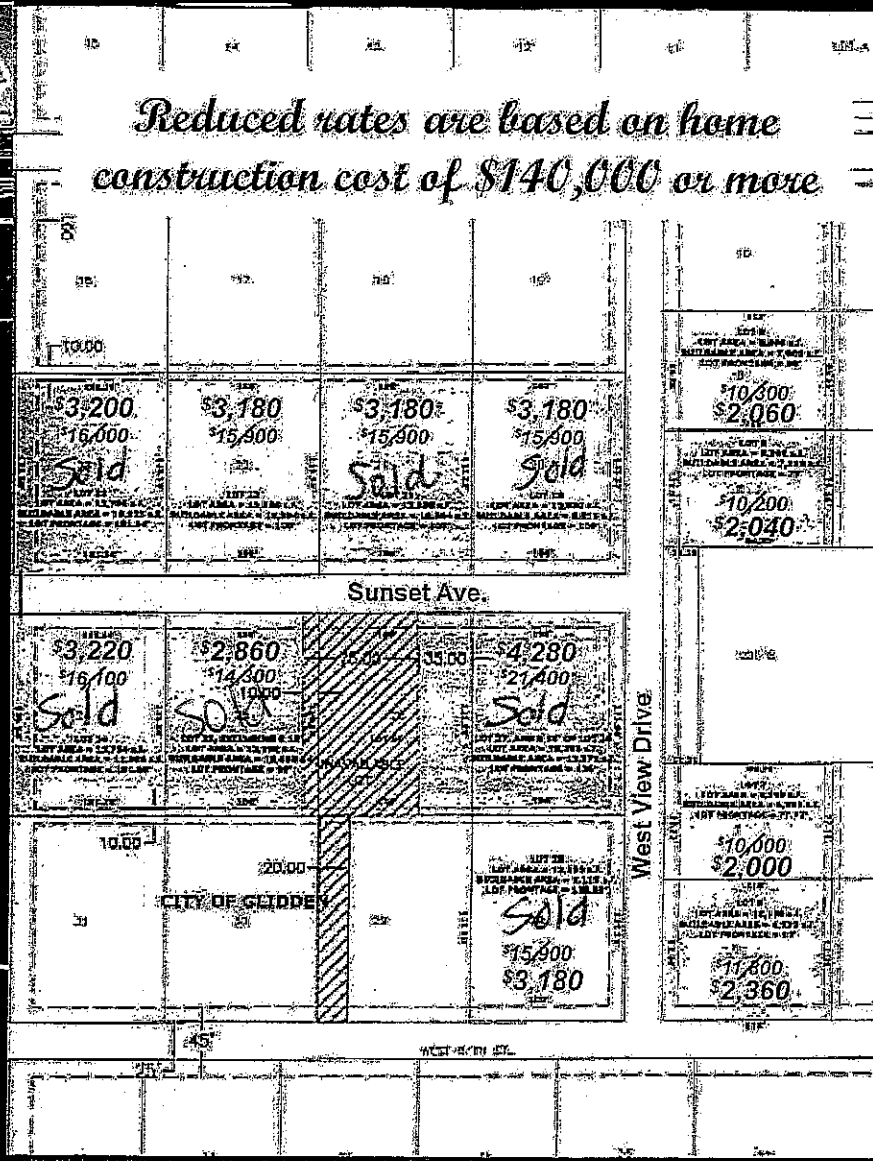
Lot prices have been drastically reduced!

Located one block south of the Aquatic Center. Glidden boasts a high quality of life for a small city with a new Wellness Center, library, trail system, 3 major parks, Glidden-Ralston school district and more!

Get One Free Family Aquatic Center Membership & One Year Free Wellness Center Membership with lot purchase.

For more information call
 712-659-3010

Reduced rates are based on home construction cost of \$140,000 or more



RESOLUTION #2016-13

LOT SALE RESOLUTION FOR WEST VIEW ADDITION GLIDDEN, IA

WHEREAS, the City of Glidden, Iowa is amending the current Lot Sale Program as set forth by Resolution 2014-23 Lot Sale Resolution for West View Addition Glidden, IA, and;

WHEREAS, the City of Glidden, Iowa is the owner of lots located in the West View Addition to Glidden, Iowa, and;

WHEREAS, the City of Glidden, Iowa has established a sale price for said lots, and;

WHEREAS, the City of Glidden, Iowa has determined that it should encourage the sale of the remaining lots owned by the City of Glidden to further the development of the West View Addition, and;

WHEREFORE, the City of Glidden, Iowa sets forth as follows the incentives necessary to encourage the development of the West View Addition:

1. The sale price of the remaining lots owned by the City of Glidden, Iowa, will be discounted to purchasers based upon the estimated cost for labor and materials to construct the residence upon the lot being purchased.
 - If said construction costs do not equal \$79,999.00, then there shall be no discount
 - If said construction costs are between \$80,000.00 and \$99,999.00, then the lot shall be discounted twenty percent (20%).
 - If said construction costs are between \$100,000.00 and \$119,999.00, then the lot shall be discounted forty percent (40%).
 - If said construction costs are between \$120,000.00 and \$139,999.00, then the lot shall be discounted sixty percent (60%).
 - If said construction costs are \$140,000.00 and above, then the lot shall be discounted eighty percent (80%).
2. Any lot purchaser shall submit complete building plans and specifications and estimated cost of construction to the City with an offer to purchase. The determination as the costs of material and labor for construction shall be in the sole discretion of the City of Glidden, Iowa.

RESOLUTION #2010 - 22

RESOLUTION OF INTENT TO OFFER FOR SALE
PROPERTY IN WEST VIEW ADDITION

WHEREAS, the City of Glidden, Iowa desires to sell the following properties located at West View Addition to the City of Glidden, Carroll County, Iowa for dollar amount indicated; and

Lot #	Sale Price
6	11,800.00
7	10,000.00
8	10,200.00
9	10,300.00
20	15,900.00
21	15,900.00
22	15,900.00
23	16,000.00
24	16,100.00
25	14,300.00
27	21,400.00
28	15,900.00

WHEREAS, a public hearing upon this resolution shall be held on the 9th day of August, 2010, at 5:30 o'clock p.m. at the Glidden City Council Chambers.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLIDDEN, IOWA, each lot will be sold for the price indicated in compliance with the Ordinances of the City of Glidden and restrictive covenants of the West View Addition. Each sale shall have a written Offer and Acceptance, which is subject to the approval of the City Council; and

BE IT FURTHER RESOLVED that the City Clerk is authorized to publish this resolution on behalf of the City of Glidden, Iowa.

Passed and approved this 26th day of July, 2010.

By _____
Roger R. Hartwigsen, Mayor

Attest _____
Suzanne L. Danner, City Clerk

RESOLUTION #2010-19

SETTING COVENANTS AND RESTRICTIONS ON PROPERTIES WITHIN THE WEST VIEW ADDITION OWNED BY THE CITY OF GLIDDEN, IOWA

WHEREAS, the City of Glidden, Iowa is the owner of lots located in the West View Addition to Glidden, Iowa, and;

WHEREAS, the City of Glidden, Iowa has determined that it should adopt restrictive covenants on lots owned by the City of Glidden to further the orderly development of the West View Addition, and;

WHEREFORE, the City of Glidden, Iowa sets forth as follows the covenants and restrictions for the West View Addition:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The City of Glidden, as developer, and hereinafter referred to as City, is the owner in fee simple of real property located in Carroll County, Iowa, which property is legally described as set forth on the attached Exhibit A, which is incorporated herein by reference.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantage to the other site owners.

The City declares that all of the described real property and each part of such property shall be held, sold, and conveyed only subject to the following covenant running with the land and shall be binding on all parties having any right, title, or interest in the described property or any part of such property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of such property.

1. **General Residence Restriction.** No building whatsoever except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected on any of the lots described on the attached Exhibit A, and such dwelling house permitted on the conveyed premises shall be used only as a private residence.

No dwelling house or other house or structure shall be erected on any of the lots described on the attached Exhibit A until the plans and specifications with the proposed site for such building have been submitted to and approved by the City as to outward appearances and design and a written permit is issued for such construction.

10. **Re-sale of Property Prior to Building a Home.** If during the one-year construction period the owner sells the lot, the new owner is still bound to have the house substantially begun within one year of the initial property owner's date of purchase from the City.

11. **Failure to Comply.** The restrictive covenants contained herein shall attach to and run with the land. If grantee or any of grantee's heirs, successors and assigns, or other subsequent holder of the property shall fail to perform and to comply strictly with the restrictions contained herein, the City may at any time thereafter serve on the grantee a notice in writing specifying the particular or particulars in which default or a breach thereof has been made and directing grantee to remedy such default or breach. Should grantee thereafter for a period of (365) days (time being of the essence of this provision) fail to remedy such breach or default, then a notice in writing may be served on the grantee by the City notifying the grantee that the City elects that the title to the whole of the conveyed premises shall revert to the City. Thereupon, the title to the whole of such premises shall immediately, without the necessity of any further action on the part of the City, revert to, and revest in the City. Grantee shall lose and forfeit all of the grantee's right, title and interest in the conveyed premises and to the improvements and fixtures thereon, and the City shall have the right of re-entry to the property conveyed by this instrument.

12. **Reversion on Breach – Affect on Mortgage.** No reversion or forfeiture shall render invalid or operate in any way against the lien of any mortgage or deed of trust given with respect to the conveyed property in good faith, and for value. On any such reversion or forfeiture, the City shall take title to the conveyed land subject to any such mortgage or deed of trust, provided, however, that should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure, and the person or persons who thereafter become the owner or owners of the conveyed premises, shall be subject to and bound by all restrictions contained herein. Further, the City may enforce any covenants, conditions, and restrictions by any other appropriate action at the City's sole option.

13. **Effective Partial Validity.** It is expressly understood and agreed that if any covenant or condition or restriction contained in this instrument, or any portion of any such covenant or condition or restriction, is held by a Court of competent jurisdiction to be invalid or void, such invalidity shall in no way affect any other covenant, condition or restriction contained in this instrument.

14. **Reservation of Other Remedies.** In addition to the remedies set forth above, the City reserves the right to enforce any covenants, conditions, or restrictions contained herein by any other action that the City may deem appropriate at the City's sole option.

15. **Reservation by City of Right to Modify or Cancel Restrictions.** The City reserves the right to change or cancel any or all of the covenants, conditions, or restrictions set forth in this instrument, if in the City's sole judgment, the development or lack of development of adjacent property makes that course necessary or advisable.

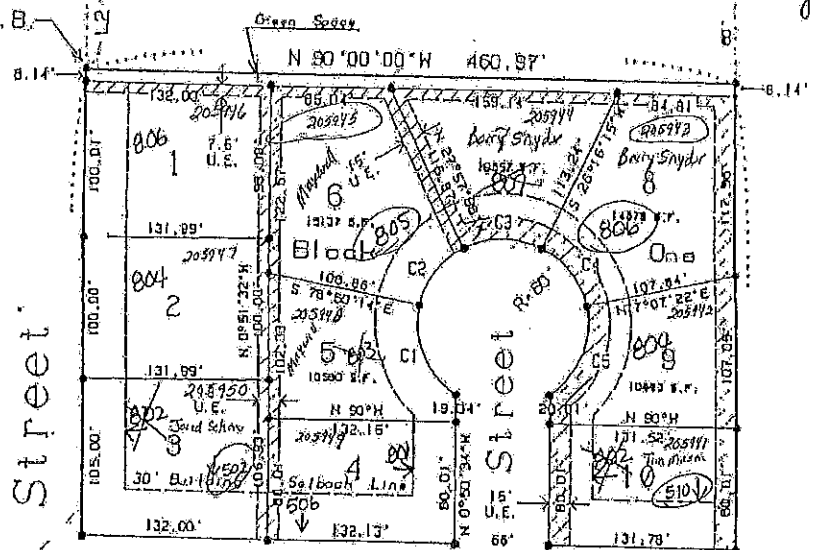
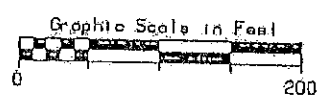
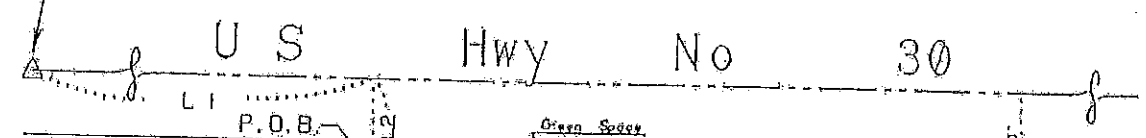
FINAL PLAT
PLATT SUBDIVISION

505 East 8th
discounted to 2/9/16. 11

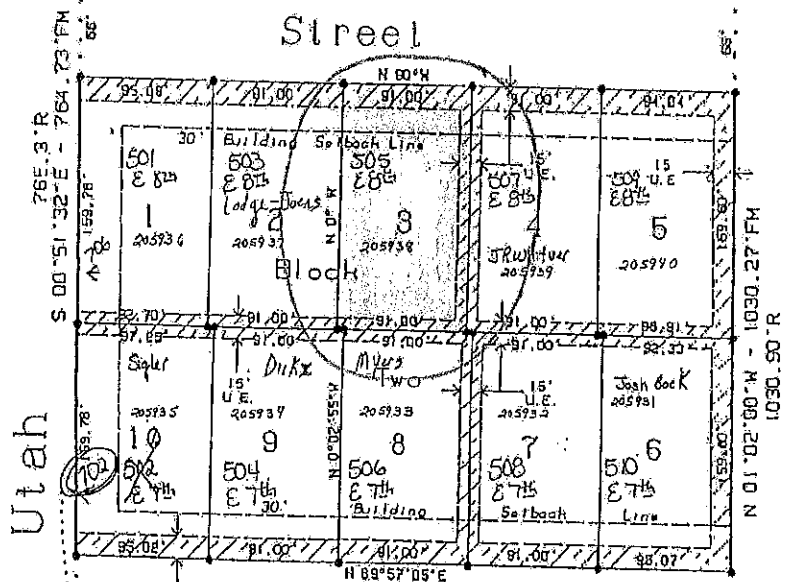
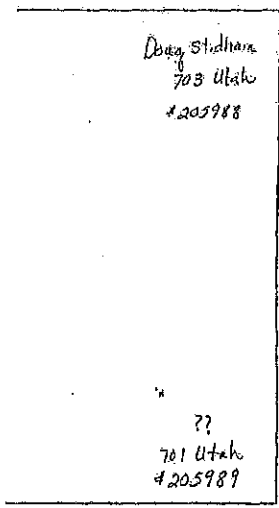
to the
City of Glidden, Iowa.

N 1/4 Cor.
Sec. 29.
1/4 Fnd. P.K.

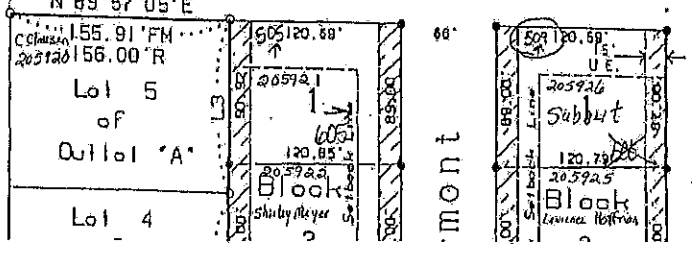
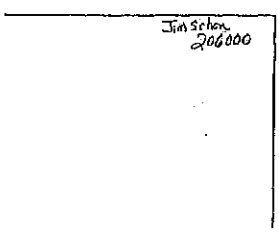
NW Cor.
Sec. 29
1/4 Fnd. P.K.



Eighth



Seventh



RESOLUTION #2002-03
LOT SALE RESOLUTION FOR PLATT SUBDIVISION
GLIDDEN, IOWA

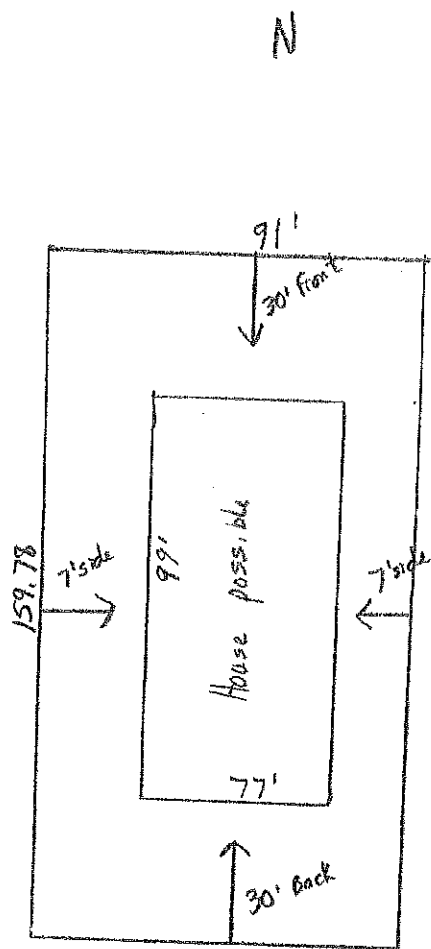
WHEREAS, the City of Glidden, Iowa is the owner of lots located in the Platt Subdivision to Glidden, Iowa, and;

WHEREAS, the City of Glidden, Iowa has established a sale price for said lots, and;

WHEREAS, the City of Glidden, Iowa has determined that it should encourage the sale of the remaining lots owned by the City of Glidden to further the development of the Platt Subdivision, and;

WHEREFORE, the City of Glidden, Iowa sets forth as follows the incentives necessary to encourage the development of the Platt Subdivision:

1. The sale price of the remaining lots owned by the City of Glidden, Iowa, will be discounted to purchasers based upon the estimated cost for labor and materials to construct the residence upon the lot being purchased.
 - If said construction costs do not equal \$79,999.00, then there shall be no discount
 - If said construction costs are between \$80,000.00 and \$99,999.00, then the lot shall be discounted twenty percent (20%).
 - If said construction costs are between \$100,000.00 and \$119,999.00, then the lot shall be discounted forty percent (40%).
 - If said construction costs are between \$120,000.00 and \$139,999.00, then the lot shall be discounted sixty percent (60%).
 - If said construction costs are \$140,000.00 and above, then the lot shall be discounted eighty percent (80%).
2. Any lot purchaser shall submit complete building plans and specifications and estimated cost of construction to the City with an offer to purchase. The determination as the costs of material and labor for construction shall be in the sole discretion of the City of Glidden, Iowa.



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The City of Glidden, as developer, and hereinafter referred to as City, is the owner in fee simple of real property located in Carroll County, Iowa, which property is legally described as set forth on the attached Exhibit A, which is incorporated herein by reference.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantage to the other site owners.

The City declares that all of the described real property and each part of such property shall be held, sold, and conveyed only subject to the following covenant running with the land and shall be binding on all parties having any right, title, or interest in the described property or any part of such property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of such property.

1. **General Residence Restriction.** No building whatsoever except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected on any of the lots described on the attached Exhibit A, and such dwelling house permitted on the conveyed premises shall be used only as a private residence.

No dwelling house or other house or structure shall be erected on any of the lots described on the attached Exhibit A until the plans and specifications with the proposed site for such building have been submitted to and approved by the City as to outward appearances and design and a written permit is issued for such construction.

2. **Allowable Time to Build.** Each lot owner shall have one year from the date of purchase to have the exterior of his or her home finished. Developers, contractors, or individuals purchasing more than one lot to construct multiple homes may be granted a waiver from this requirement, at the discretion of the City Council. Failure to substantially begin construction within one year shall be a breach of contract and ownership of the lot shall revert to the City of Glidden, with no compensation to the property owner.

3. **Allowable Amount of Fill Dirt.** The City will bring in enough fill dirt to make each lot suitable for residential development. The property owner may alter the grade of his/her lot to a maximum height of two feet above the top

7. **Re-sale of Property Prior to Building a Home.** If during the one-year construction period the owner sells the lot, the new owner is still bound to have the house substantially begun within one year of the initial property owner's date of purchase from the City.

8. **Failure to Comply.** The restrictive covenants contained herein shall attach to and run with the land. If grantee or any of grantee's heirs, successors and assigns, or other subsequent holder of the property shall fail to perform and to comply strictly with the restrictions contained herein, the City may at any time thereafter serve on the grantee a notice in writing specifying the particular or particulars in which default or a breach thereof has been made and directing grantee to remedy such default or breach. Should grantee thereafter for a period of () days (time being of the essence of this provision) fail to remedy such breach or default, then a notice in writing may be served on the grantee by the City notifying the grantee that the City elects that the title to the whole of the conveyed premises shall revert to the City. Thereupon, the title to the whole of such premises shall immediately, without the necessity of any further action on the part of the City, revert to, and revest in the City. Grantee shall lose and forfeit all of the grantee's right, title and interest in the conveyed premises and to the improvements and fixtures thereon, and the City shall have the right of re-entry to the property conveyed by this instrument.

9. **Reversion on Breach – Affect on Mortgage.** No reversion or forfeiture shall render invalid or operate in any way against the lien of any mortgage or deed of trust given with respect to the conveyed property in good faith, and for value. On any such reversion or forfeiture, the City shall take title to the conveyed land subject to any such mortgage or deed of trust, provided, however, that should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure, and the person or persons who thereafter become the owner or owners of the conveyed premises, shall be subject to and bound by all restrictions contained herein. Further, the City may enforce any covenants, conditions, and restrictions by any other appropriate action at the City's sole option.

10. **Effective Partial Validity.** It is expressly understood and agreed that if any covenant or condition or restriction contained in this instrument, or any portion of any such covenant or condition or restriction, is held by a Court of competent jurisdiction to be invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction contained in this instrument.

11. **Reservation of Other Remedies.** In addition to the remedies set forth above, the City reserves the right to enforce any covenants, conditions, or restrictions contained herein by any other action that the City may deem appropriate at the City's sole option.

APPENDIX A

DEFINITIONS

For the purposes of these restrictive covenants, the following definitions shall apply:

Basement: the portion of the structure located at least four feet (4') below the grade of the land for more than 50% of the perimeter of the structure.

First Story: the portion of the structure located at least six inches (6") above the grade of the land for more than 50% of the perimeter of the structure; or the portion of the structure including any point at least twelve feet (12') above the grade of the land.

Second Story: any portion of the structure located above a first floor and intended for continual human occupancy.