

RECORD OF PROCEEDINGS
BOARD OF COMMISSIONERS
MARION COUNTY, KS

September 10, 2018

either a rezoning or a plat. The intent of this provision is to accommodate those divisions of agricultural lands for creation of additional building sites, as well as those that are necessary because of mortgage or lending requirements. This process is established; provided:

1. The provisions of Section 3-103 are complied with completely.
2. The approval guidelines specified in Section 3-104 are complied with to the extent they are applicable to an agricultural lot split.
3. All lots created shall maintain the minimum lot frontage on a public road as required under the provisions of the Marion County Zoning Regulations for properties in the appropriate Agricultural Zoning District as closely as possible. In the event a proposed lot fails to meet the minimum standard, the creation of flag lots, or the use of access easements, with a minimum 50-foot lot frontage may be permissible. Further, the smallest lot created shall not be less than three (3) acres in size.
4. A recordable covenant or agreement between the owner and Marion County for the entire original tract, executed by the owner and/or owners and the County, restricting further division of the original tract without rezoning of all the original tract and platting of the remaining portion of the original tract. The covenant or agreement shall include the requirements that rezoning and platting shall be in conformance with the then applicable Zoning and Subdivision Regulations of Marion County, Kansas, shall be binding on all heirs and assigns of all lots, and shall provide binding consent from all lot owners for the County to take subsequent action to rezone the property as noted below. Said covenant or agreement shall be recorded with the Register of Deeds of Marion County prior to the approval of the agricultural lot split.
5. In the event any of the lots or tracts created by this provision are subsequently divided for any reason, including for mortgage purposes, the subject lots and tracts are subject to the Zoning and Subdivision Regulations then in effect and no further splits shall occur until such properties have been rezoned and platted. No owner shall be accountable for the inclusion of other lots in the platting; however, the County may include by its own action all the lots in any subsequent zoning action.

3-106 **Homestead Agricultural Lot Splits:** The creation of one (1) homestead agricultural lot, for a total of two (2) lots including the original parent tract, in the unincorporated portion of Marion County on properties zoned and used as agricultural shall be permitted without requiring either a rezoning or a plat. Unlike Agricultural Lot Splits authorized herein, the intent of this provision is to accommodate those divisions of agricultural lands for creation of a non-compliant lot that does not have direct frontage on an existing public road, and which will only be accessible by reason of an access easement. In all other respects, the provisions regarding Agricultural Lot Splits as established herein shall apply; provided, however, the approval of said Homestead Agricultural Lot Split shall only be permitted after consideration by the Planning Commission in the same manner as consideration of a plat, including all required public hearings and notice requirements; and final approval by the Board of County Commissioners following recommendation from the Planning Commission. The Zoning Administrator shall not have the authority to approve a Homestead Agricultural Lot Split.

A Homestead Agricultural Lot Split shall be subject to the following requirements:

1. The provisions of Section 3-103 are complied with to the greatest degree possible.
2. The approval guidelines specified in Section 3-104 are complied with to the extent they are applicable to a Homestead Agricultural Lot Split.

3. The smallest non-compliant agricultural lot created shall not be less than three (3) acres in size. All lots established shall be brought into compliance with the Marion County Sanitation Code with respect to all on-site water and/or wastewater systems associated therewith.
4. The recordable survey shall also identify and establish all necessary easements for access and appropriate utility services and appropriate documentation shall be provided regarding responsibilities of the owners of the lots regarding ownership, maintenance and all other associated aspects regarding the use of these easements.
5. A recordable covenant or agreement between the owner and Marion County for the entire original tract, executed by the owner and/or owners and the County, restricting further division of the original tract without rezoning of all the original tract and platting of the remaining portion of the original tract. The covenant or agreement shall include the requirements that rezoning and platting shall be in conformance with the then applicable Zoning and Subdivision Regulations of Marion County, Kansas, shall be binding on all heirs and assigns of all lots, and shall provide binding consent from all lot owners for the County to take subsequent action to rezone the property as noted below. Said covenant or agreement shall be recorded with the Register of Deeds of Marion County prior to the approval of the Homestead Agricultural Lot Split.
6. In the event any of the lots or tracts created by this provision are subsequently divided for any reason, including for mortgage purposes, the subject lots and tracts are subject to the Zoning and Subdivision Regulations then in effect and no further splits shall considered legal and/or buildable until all the property originally included in the Homestead Agricultural Lot Split have been rezoned and platted. No owner shall be accountable for the inclusion of other lots in the platting; however, the County may include by its own action all the lots in any subsequent zoning action.

Section 3. This Resolution shall be in full force and effect from and after its publication once in the official county newspaper.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Marion County, Kansas, this 10th day of September, 2018.

Attest:


Tina Spencer, County Clerk


Dianne Novak, Chairman, District 2


Kent Becker, Commissioner, District 1


Randy Dillke, Commissioner, District 3