

# PROPERTY INFORMATION PACKET | THE DETAILS



## 37 Lots at Main St. & N. Woodlawn Rd. | Walton, KS 67151

12041 E. 13th St. N., Wichita, KS, 67206  
316.867.3600 • 800.544.4489  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION L.P.C.  
REAL ESTATE SPECIALISTS



## Table of Contents

PROPERTY DETAIL PAGE  
WATER WELL ORDINANCE  
GROUNDWATER ADDENDUM  
SECURITY 1<sup>ST</sup> TITLE WIRE FRAUD ALERT  
PRELIMINARY TITLE WORK & SUPPORTING DOCUMENTS  
COVENANTS  
ZONING MAP  
FLOOD ZONE MAP  
AERIAL  
ACRE VALUE & FSA MAPS  
SOIL MAPS  
GUIDE TO CLOSING COSTS

**PT PIP**



**MLS #** 600881  
**Class** Land  
**Property Type** Undeveloped Acreage  
**County** Harvey  
**Area** H22 - Walton  
**Address** 37 Lots at Main St. & N. Woodlawn Rd.  
**Address 2**  
**City** Walton  
**State** KS  
**Zip** 67151  
**Status** Active  
**Contingency Reason**  
**Asking Price** \$169,900  
**For Sale/Auction/For Rent** For Sale  
**Associated Document Count** 2



**GENERAL**

<b>List Agent - Agent Name and Phone</b>	BRADEN MCCURDY - OFF: 316-683-0612	<b>List Date</b>	8/6/2021
<b>List Office - Office Name and Phone</b>	McCurdy Auction, LLC - OFF: 316-867-3600	<b>Expiration Date</b>	10/31/2021
<b>Co-List Agent - Agent Name and Phone</b>		<b>Realtor.com Y/N</b>	Yes
<b>Co-List Office - Office Name and Phone</b>		<b>Display on Public Websites</b>	Yes
<b>Showing Phone</b>	1-800-301-2055	<b>Display Address</b>	Yes
<b>Zoning Usage</b>	Rural	<b>VOW: Allow AVM</b>	Yes
<b>Parcel ID</b>	00718-628	<b>VOW: Allow 3rd Party Comm</b>	Yes
<b>Number of Acres</b>	34.00	<b>Variable Comm</b>	Non-Variable
<b>Price Per Acre</b>	4,997.06	<b>Virtual Tour Y/N</b>	
<b>Lot Size/SqFt</b>	1481040	<b>Days On Market</b>	46
<b>School District</b>	Newton School District (USD 373)	<b>Cumulative DOM</b>	46
<b>Elementary School</b>	Walton	<b>Cumulative DOMLS</b>	
<b>Middle School</b>	Chisholm	<b>Input Date</b>	8/18/2021 4:01 PM
<b>High School</b>	Newton	<b>Update Date</b>	9/21/2021
<b>Subdivision</b>	DEER CREEK ESTATES	<b>Off Market Date</b>	
<b>Legal</b>		<b>Status Date</b>	8/18/2021
		<b>HotSheet Date</b>	9/21/2021
		<b>Price Date</b>	9/21/2021

**DIRECTIONS**

**Directions** (Walton) NE 60th St. (W. Grant St.) & N. Woodlawn Rd. - North to property. (Northeast corner of Main St. & N. Woodlawn Rd.)

**FEATURES**

<b>SHAPE / LOCATION</b>	<b>UTILITIES AVAILABLE</b>	<b>FLOOD INSURANCE</b>	<b>LOCKBOX</b>
Irregular	Natural Gas	Unknown	None
Corner	Public Water	<b>SALE OPTIONS</b>	<b>AGENT TYPE</b>
<b>TOPOGRAPHIC</b>	<b>IMPROVEMENTS</b>	None	Sellers Agent
Level	None	<b>PROPOSED FINANCING</b>	<b>OWNERSHIP</b>
Stream/River	<b>OUTBUILDINGS</b>	Other/See Remarks	Individual
Wooded	None	<b>POSSESSION</b>	<b>TYPE OF LISTING</b>
<b>PRESENT USAGE</b>	<b>MISCELLANEOUS FEATURES</b>	At Closing	Excl Right w/o Reserve
Other/See Remarks	None	<b>SHOWING INSTRUCTIONS</b>	<b>BUILDER OPTIONS</b>
<b>ROAD FRONTAGE</b>	<b>DOCUMENTS ON FILE</b>	Call Showing #	Open Builder
Dirt	Photographs		
County			

**FINANCIAL**

<b>Assumable Y/N</b>	No
<b>General Taxes</b>	\$231.08
<b>General Tax Year</b>	2020
<b>Yearly Specials</b>	\$0.00
<b>Total Specials</b>	\$0.00
<b>HOA Y/N</b>	No
<b>Yearly HOA Dues</b>	
<b>HOA Initiation Fee</b>	
<b>Earnest \$ Deposited With</b>	Security 1st Title

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**PUBLIC REMARKS**

**Public Remarks** Wow, what an amazing opportunity to purchase over 30 acres of land in Walton, Kansas with endless possibilities! This land is provisioned and ready for future development whether that be residential, agricultural or recreational. 34 +/- Acres platted into 37 lots selling as one Located at the Northeast corner of Main St. and Woodlawn Rd. Approximately 7.5 miles northeast of Newton on HWY 50 Next to the Walton Rural Life Center Elementary School Half of the property is used to grow crops (soybeans) and the other half is vacant land that could be used for pasture. It is not cultivated for farming \$700 a year cash rent with farmer Wooded area perfect for recreational use like hunting Potential subdivision Potential homesite, land split, or recreational Some utilities are available. For more information please call the City of Walton. Per seller, a low-pressure sewer line is available on the East side of the parcel, could accommodate 10 taps. Selling "in total" not by the acre. Mineral and water rights will transfer to the buyer. Crops planted at the time of the sell with remain with the seller. 37 Lots equal 30.5 +/- Acres, however this excludes the platted designated roadways, per Harvey County GIS measuring tool, total acreage is approximately 34 +/- Acres. See aerial in Property Information Packet.

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**MARKETING REMARKS**

**Marketing Remarks** This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: bmccurdy@mccurdyauction.com. Wow, what an amazing opportunity to purchase over 30 acres of land in Walton, Kansas with endless possibilities! This land is provisioned and ready for future development whether that be residential, agricultural or recreational. 34 +/- Acres platted into 37 lots selling as one Located at the Northeast corner of Main St. and Woodlawn Rd. Approximately 7.5 miles northeast of Newton on HWY 50 Next to the Walton Rural Life Center Elementary School Half of the property is used to grow crops (soybeans) and the other half is vacant land that could be used for pasture. It is not cultivated for farming \$700 a year cash rent with farmer Wooded area perfect for recreational use like hunting Potential subdivision Potential homesite, land split, or recreational Some utilities are available. For more information please call the City of Walton. Per seller, a low-pressure sewer line is available on the East side of the parcel, could accommodate 10 taps. Selling "in total" not by the acre. Mineral and water rights will transfer to the buyer. Crops planted at the time of the sell with remain with the seller. 37 Lots equal 30.5 +/- Acres, however this excludes the platted designated roadways, per Harvey County GIS measuring tool, total acreage is approximately 34 +/- Acres. See aerial in Property Information Packet.

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**PRIVATE REMARKS**

**Private Remarks** Selling "in total" not by the acre. Mineral and water rights will transfer to the buyer. Crops planted at the time of the sell with remain with the seller. Per seller, a low-pressure sewer line is available on the East side of the parcel, could accommodate 10 taps. 37 Lots equal 30.5 +/- Acres, however this excludes the platted designated roadways, per Harvey County GIS measuring tool, total acreage is approximately 34 +/- Acres. See aerial in Property Information Packet.

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**AUCTION**

Type of Auction Sale	1 - Open for Preview
Method of Auction	1 - Open/Preview Date
Auction Location	1 - Open Start Time
Auction Offering	1 - Open End Time
Auction Date	2 - Open for Preview
Auction Start Time	2 - Open/Preview Date
Broker Registration Req	2 - Open Start Time
Broker Reg Deadline	2 - Open End Time
Buyer Premium Y/N	3 - Open for Preview
Premium Amount	3 - Open/Preview Date
Earnest Money Y/N	3 - Open Start Time
Earnest Amount %/\$	3 - Open End Time

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**TERMS OF SALE**

Terms of Sale

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**PERSONAL PROPERTY**

Personal Property

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**SOLD**

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

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**ADDITIONAL PICTURES**



**DISCLAIMER**

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2021 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



# WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 37 Lots At Main St. & N. Woodlawn Rd - Walton, KS 67151

DOES THE PROPERTY HAVE A WELL? YES \_\_\_\_\_ NO

If yes, what type? Irrigation \_\_\_\_\_ Drinking \_\_\_\_\_ Other \_\_\_\_\_

Location of Well: \_\_\_\_\_

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES \_\_\_\_\_ NO

If yes, what type? Septic \_\_\_\_\_ Lagoon \_\_\_\_\_

Location of Lagoon/Septic Access: \_\_\_\_\_

Authentisign <i>Michelle Kepley</i> 8/6/2021 4:36:23 PM CDT Owner	_____	08/06/2021
		Date
Authentisign <i>Jerry Kepley</i> 8/6/2021 5:05:25 PM CDT Owner	_____	08/06/2021
		Date



# Security 1<sup>st</sup> Title

File #:

Property Address:

37 Lots At Main St. & N. Woodlawn Rd  
Walton, KS 67151

## WIRE FRAUD ALERT

### IMPORTANT! YOUR FUNDS MAY BE AT RISK

**\*\*SECURITY 1<sup>ST</sup> TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED\*\***

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1<sup>st</sup> Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

**\*\*\*Closing funds in the form of ACH Electronic Transfers will NOT be accepted\*\*\***

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- DO NOT FORWARD wire instructions to any other parties.
- ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.
- DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.
- DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

### ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer

Authentisign 08/06/2021  
*Michelle Kepley*  
 Seller  
 8/6/2021 4:36:29 PM CDT  
 Authentisign 08/06/2021  
*Jerry Kepley*  
 8/6/2021 5:05:29 PM CDT

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>



## PRELIMINARY TITLE SEARCH REPORT

Prepared By:  
**Security 1<sup>st</sup> Title**  
**301 N Main St, Suite 110**  
**Newton, KS 67114**  
**Phone: 316-283-2750**  
**Fax: 316-283-5680**

Prepared Exclusively For:  
**McCurdy Auction LLC**

**Phone: (316) 683-0612**  
**Fax: (316) 683-8822**  
Email: [sfrost@mccurdyauction.com](mailto:sfrost@mccurdyauction.com)

Contact: **Megan Zielke**  
Email: [mzielke@security1st.com](mailto:mzielke@security1st.com)

Report No: **2469330**

Report Effective Date: **August 2, 2021, at 7:30 a.m.**

Property Address: **00000 Blaine Ct, Walton, KS 67151**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

**Jerry D. Kepley and Michelle A. Kepley**

2. The Land referred to in this Report is described as follows:

**Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36) and Reserve A, Deer Creek Addition Replat, Walton, Harvey County, Kansas.**

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

1. The Proposed Insured must notify the Company in writing of the name of any





# Security 1<sup>st</sup> Title

Any questions regarding this report should be directed to: **Megan Zielke**

Phone: **316-283-2750**, Email: **mzielke@security1st.com**

party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **File a release of the Mortgage dated January 16, 1998, recorded January 16, 1998, as Book 367, Page 732, Mtg. Records, made by Jerry D. Kepley and Michelle A. Kepley, husband and wife, to First Bank of Newton, in the amount of \$38,500.00.**
6. **File a release of the Mortgage dated November 18, 1999, recorded November 29, 1999, as Book 389, Page 767, Mtg. Records, made by Jerry D. Kepley and Michelle A. Kepley, husband and wife, to The Walton State Bank, in the amount of \$27,000.00.**
7. **File a release of the Mortgage dated August 25, 2006, recorded August 29, 2006, as Book 519, Page 856, Mtg. Records, made by Jerry D. Kepley and Michelle Kepley, husband and wife, to The Walton State Bank, in the amount of \$60,000.00.**
8. **File a release of the Mortgage dated May 25, 2012, recorded May 29, 2012, as Book 609, Page 1, Mtg. Records, made by Jerry D. Kepley and Michelle A. Kepley, husband and wife, to The Walton State Bank, in the amount of \$35,000.00.**
9. **File a Warranty Deed from Jerry D. Kepley and Michelle A. Kepley, stating marital status and joined by spouse, if any, to TBD.**
10. **Provide this Company with a properly completed and executed Owner's Affidavit.**
11. **Recording Fees and Information for Kansas Counties:**

<b>Deed:</b>	<b>\$21.00 (first page) + \$17.00 (each additional page)</b>
<b>Mortgage:</b>	<b>\$21.00 (first page) + \$17.00 (each additional page)</b>

Any questions regarding this report should be directed to: **Megan Zielke**  
Phone: **316-283-2750**, Email: **mzielke@security1st.com**

**Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)**  
**Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)**

*The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.*

*(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)*

**NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1<sup>st</sup> Title. Photocopies of the official form will not be accepted.**

**NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.**

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
  1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
  2. Rights or claims of parties in possession not shown by the Public Records
  3. Easements, or claims of easements, not shown by the Public Records
  4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land



# Security 1<sup>st</sup> Title

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5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
7. **General taxes and special assessments for the fiscal year 2020 in the amount of \$14.30, Paid.**  
**Property ID # 007-18628 (Lot 1)**
8. **General taxes and special assessments for the fiscal year 2020 in the amount of \$6.14, Paid.**  
**Property ID # 007-18627 (Lot 2)**
9. **General taxes and special assessments for the fiscal year 2020 in the amount of \$4.10, Paid.**  
**Property ID # 007-18626 (Lot 3)**
10. **General taxes and special assessments for the fiscal year 2020 in the amount of \$4.10, Paid.**  
**Property ID # 007-18625 (Lot 4)**
11. **General taxes and special assessments for the fiscal year 2020 in the amount of \$104.94, Paid.**  
**Property ID # 007-18624 (Lot 5)**
12. **General taxes and special assessments for the fiscal year 2020 in the amount of \$120.94, Paid.**  
**Property ID # 007-18623 (Lot 6)**
13. **General taxes and special assessments for the fiscal year 2020 in the amount of \$108.48, Paid.**  
**Property ID # 007-18622 (Lot 7)**
14. **General taxes and special assessments for the fiscal year 2020 in the amount of \$129.92, Paid.**  
**Property ID # 007-18621 (Lot 8)**
15. **General taxes and special assessments for the fiscal year 2020 in the amount of \$96.29, Paid.**  
**Property ID # 007-18620 (Lot 9)**

Any questions regarding this report should be directed to: **Megan Zielke**  
Phone: **316-283-2750**, Email: **mzielke@security1st.com**

- 16. General taxes and special assessments for the fiscal year 2020 in the amount of \$89.26, Paid.  
Property ID # 007-18619 (Lot 10)**
- 17. General taxes and special assessments for the fiscal year 2020 in the amount of \$15.68, Paid.  
Property ID # 007-18618 (Lot 11)**
- 18. General taxes and special assessments for the fiscal year 2020 in the amount of \$34.09, Paid.  
Property ID # 007-18606 (Lot 12)**
- 19. General taxes and special assessments for the fiscal year 2020 in the amount of \$88.14, Paid.  
Property ID # 007-18617 (Lot 13)**
- 20. General taxes and special assessments for the fiscal year 2020 in the amount of \$4.10, Paid.  
Property ID # 007-18616 (Lot 14)**
- 21. General taxes and special assessments for the fiscal year 2020 in the amount of \$4.10, Paid.  
Property ID # 007-18615 (Lot 15)**
- 22. General taxes and special assessments for the fiscal year 2020 in the amount of \$3.58, Paid.  
Property ID # 007-18614 (Lot 16)**
- 23. General taxes and special assessments for the fiscal year 2020 in the amount of \$4.10, Paid.  
Property ID # 007-18613 (Lot 17)**
- 24. General taxes and special assessments for the fiscal year 2020 in the amount of \$4.60, Paid.  
Property ID # 007-18612 (Lot 18)**
- 25. General taxes and special assessments for the fiscal year 2020 in the amount of \$4.60, Paid.  
Property ID # 007-18611 (Lot 19)**



# Security 1<sup>st</sup> Title

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Phone: **316-283-2750**, Email: **mzielke@security1st.com**

- 26. General taxes and special assessments for the fiscal year 2020 in the amount of \$5.62, Paid.  
Property ID # 007-18610 (Lot 20)**
- 27. General taxes and special assessments for the fiscal year 2020 in the amount of \$5.62, Paid.  
Property ID # 007-18609 (Lot 21)**
- 28. General taxes and special assessments for the fiscal year 2020 in the amount of \$6.64, Paid.  
Property ID # 007-18608 (Lot 22)**
- 29. General taxes and special assessments for the fiscal year 2020 in the amount of \$114.01, Paid.  
Property ID # 007-18605 (Lot 23)**
- 30. General taxes and special assessments for the fiscal year 2020 in the amount of \$18.90, Paid.  
Property ID # 007-18604 (Lot 24)**
- 31. General taxes and special assessments for the fiscal year 2020 in the amount of \$16.34, Paid.  
Property ID # 007-18603 (Lot 25)**
- 32. General taxes and special assessments for the fiscal year 2020 in the amount of \$9.20, Paid.  
Property ID # 007-18602 (Lot 26)**
- 33. General taxes and special assessments for the fiscal year 2020 in the amount of \$4.60, Paid.  
Property ID # 007-18601 (Lot 27)**
- 34. General taxes and special assessments for the fiscal year 2020 in the amount of \$4.60, Paid.  
Property ID # 007-18600 (Lot 28)**
- 35. General taxes and special assessments for the fiscal year 2020 in the amount of \$4.10, Paid.  
Property ID # 007-18599 (Lot 29)**

Any questions regarding this report should be directed to: **Megan Zielke**  
Phone: **316-283-2750**, Email: **mzielke@security1st.com**

- 36. General taxes and special assessments for the fiscal year 2020 in the amount of \$3.58, Paid.  
Property ID # 007-18598 (Lot 30)**
- 37. General taxes and special assessments for the fiscal year 2020 in the amount of \$11.76, Paid.  
Property ID # 007-18597 (Lot 31)**
- 38. General taxes and special assessments for the fiscal year 2020 in the amount of \$15.84, Paid.  
Property ID # 007-18596 (Lot 32)**
- 39. General taxes and special assessments for the fiscal year 2020 in the amount of \$11.76, Paid.  
Property ID # 007-18595 (Lot 33)**
- 40. General taxes and special assessments for the fiscal year 2020 in the amount of \$4.60, Paid.  
Property ID # 007-18594 (Lot 34)**
- 41. General taxes and special assessments for the fiscal year 2020 in the amount of \$3.58, Paid.  
Property ID # 007-18593 (Lot 35)**
- 42. General taxes and special assessments for the fiscal year 2020 in the amount of \$4.10, Paid.  
Property ID # 007-18592 (Lot 36)**
- 43. General taxes and special assessments for the fiscal year 2020 in the amount of \$10.22, Paid.  
Property ID # 007-18607 (Reserve A)**
- 44. The following matters which are shown on or disclosed by the recorded plat referred to in the legal description: Building Setbacks and Easements.**
- 45. An easement for utility purposes, recorded as Book 229, Page 166, Misc. Records.  
In favor of: Kansas Gas & Electric Company**
- 46. An easement for gas line purposes, recorded as Book 258, Page 314, Misc. Records.  
In favor of: City of Walton**



# Security 1<sup>st</sup> Title

Any questions regarding this report should be directed to: **Megan Zielke**  
Phone: **316-283-2750**, Email: **mzielke@security1st.com**

- 47. Covenants, conditions, restrictions, easements and assessments contained in Book 367, Page 525, Misc. Records.**
- 48. Rights of parties in possession under unrecorded leases.**

Dated: **August 2, 2021**, at **7:30 a.m.**

SECURITY 1<sup>ST</sup> TITLE

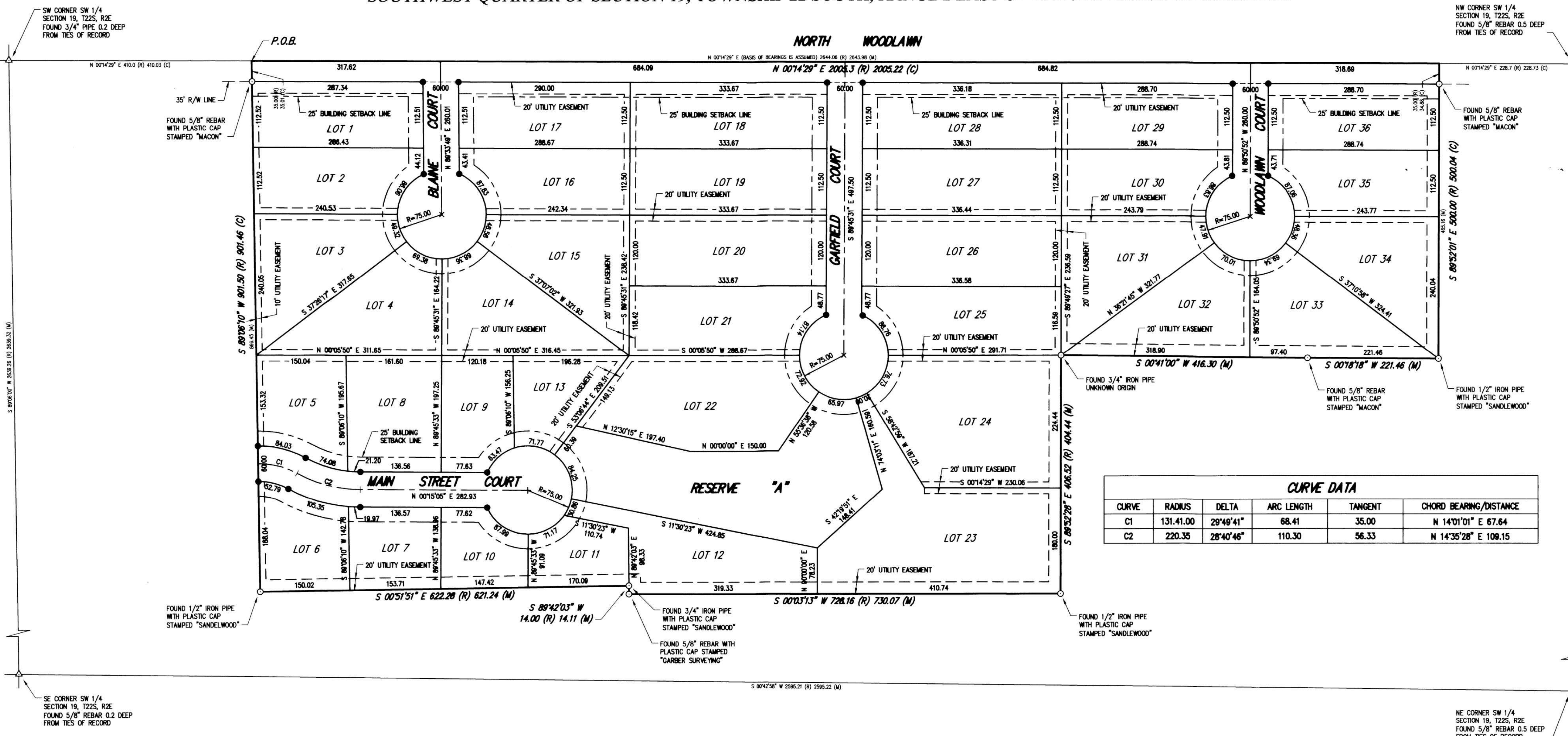
A handwritten signature in black ink, appearing to read "Seth Brown".

By: \_\_\_\_\_

LICENSED ABTRACTER

# DEER CREEK ADDITION REPLAT

A REPLAT OF DEER CREEK ADDITION TO THE CITY OF WALTON, HARVEY COUNTY, KANSAS LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN.



CURVE	RADIUS	DELTA	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	131.41.00	29°48'41"	68.41	35.00	N 14°01'01" E 67.64
C2	220.35	28°40'46"	110.30	56.33	N 14°35'28" E 108.15

LAND SURVEYOR'S CERTIFICATE AND DESCRIPTION  
 I, THE UNDERSIGNED, LICENSED LAND SURVEYOR OF THE STATE OF KANSAS, DO HEREBY CERTIFY THIS PLAT TO BE A TRUE, CORRECT AND COMPLETE REPRESENTATION OF THE PROPERTY DESCRIBED HEREON AS SURVEYED UNDER MY SUPERVISION ON AUGUST 10, 2015 AND THE ACCOMPANYING FINAL PLAT PREPARED AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF:

A REPLAT OF DEER CREEK ADDITION TO THE CITY OF WALTON, HARVEY COUNTY, KANSAS LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°14'29" EAST (BASIS OF BEARINGS IS NAD83 GRID KANSAS SOUTH ZONE) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 410.03 FEET (410.00 FEET RECORD) FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°14'29" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 2005.22 FEET (2005.3 FEET RECORD), TO A POINT 228.73 FEET (228.7 FEET RECORD) SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°52'01" EAST 500.04 FEET (500.00 FEET RECORD); THENCE SOUTH 00°18'18" WEST 221.46 FEET; THENCE SOUTH 00°41'00" WEST 416.30 FEET; THENCE SOUTH 89°52'28" EAST 404.44 FEET (406.52 FEET RECORD); THENCE SOUTH 00°03'13" WEST 730.07 FEET (728.16 FEET RECORD); THENCE SOUTH 89°42'03" WEST 14.11 FEET (14.00 FEET RECORD); THENCE SOUTH 00°51'51" EAST 621.24 FEET (622.28 FEET RECORD); THENCE SOUTH 89°06'10" WEST 901.46 FEET (901.50 FEET RECORD) TO THE POINT OF BEGINNING.

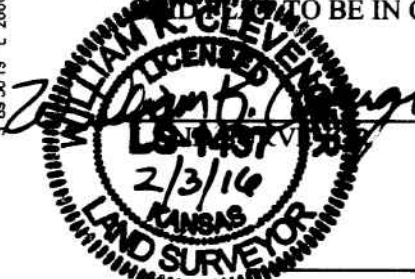
ALL RESERVES, STREETS, UTILITY EASEMENTS, BUILDING SETBACKS, ACCESS CONTROLS; TOGETHER WITH ANY AND ALL OTHER PUBLIC DEDICATIONS, RIGHTS-OF-WAY, AND/OR EASEMENTS WITHIN THE ABOVE DESCRIBED PROPERTY ARE HEREBY VACATED AND REPLATTED BY VIRTUE OF K.S.A. 12-512(B).



COUNTY SURVEYOR CERTIFICATE

STATE OF KANSAS )  
 ) SS  
 COUNTY OF HARVEY )

I HEREBY CERTIFY THAT I HAVE REVIEWED THE SURVEYED PLAT AND CERTIFY IT TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF K.S.A. 58-2005.



TYPE	FROM	TO	DIRECTION	DISTANCE	NORTHING	EASTING
TRAV	1	2	N 00°14'29" E	2005.22	2005.2022	8.4480
TRAV	2	3	S 89°52'01" E	500.04	2004.0410	508.4867
TRAV	3	4	S 00°18'18" W	221.46	1782.5841	507.3078
TRAV	4	5	S 00°41'00" W	416.30	1366.3137	502.3429
TRAV	5	6	S 89°52'28" E	404.44	1365.4275	906.7820
TRAV	6	7	S 00°03'13" W	730.07	635.3578	906.0989
TRAV	7	8	S 89°42'03" W	14.11	635.2841	891.9891
TRAV	8	9	S 00°51'51" W	621.24	14.1148	901.3586
TRAV	9	10	S 89°06'10" W	901.46	-0.0011	0.0091

CLOSURE:  
 CLOSING LINE: N 83°22'06" W 0.0092 FROM 10 TO 1  
 LATITUDE (S): -0.0011 PERIMETER: 814.34  
 DEPARTURE (E): 0.0091 ERROR OF CLOSURE: 1:64219

GOVERNING BODY CERTIFICATE

STATE OF KANSAS )  
 ) SS:  
 CITY OF WALTON )

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE GOVERNING BODY OF THE CITY OF WALTON, KANSAS, THIS 15 DAY OF March, 2016.

*Berry Wentz*  
 BERRY WENTZ, MAYOR  
*Stephanie Ashby*  
 STEPHANIE ASHBY, CITY CLERK

REGISTER OF DEEDS

STATE OF KANSAS )  
 ) SS: 74360  
 COUNTY OF HARVEY )

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE, AT 10:00 (P.M.), ON THIS 16 DAY OF March, 2016.  
 misc book 452 pg 549

*Margaret A. Hermstein*  
 MARGARET A. HERMSTEIN, REGISTER OF DEEDS  
*Lori Tedder*  
 LORI TEDDER, DEPUTY

ENTERED ON TRANSFER RECORD THIS 16 DAY OF March, 2016.

*Rick Piepho*  
 RICK PIEPHO, COUNTY CLERK

OWNERS CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, JERRY KEPLY AND MICHELLE KEPLY, HUSBAND AND WIFE, HAVE CAUSED THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE TO BE PLATTED INTO LOTS, STREETS, AND A RESERVE TO BE KNOWN AS "DEER CREEK ADDITION REPLAT", WALTON, HARVEY COUNTY, KANSAS. THE STREETS ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC. DRAINAGE AND UTILITY EASEMENTS AS INDICATED ON THE PLOT ARE HEREBY GRANTED FOR THE CONSTRUCTION AND MAINTENANCE OF ALL PUBLIC UTILITIES.

RESERVE A IS OPEN AREA, PUBLIC UTILITIES, AND DRAINAGE PURPOSE.

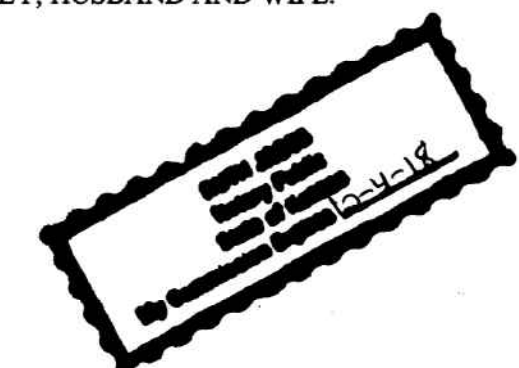
*Jerry Kopley*  
 JERRY KEPLY  
*Michelle Kopley*  
 MICHELLE KEPLY

NOTARY CERTIFICATE

STATE OF KANSAS )  
 ) SS:  
 CITY OF WALTON )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9 DAY OF Feb, 2016, BY JERRY KEPLY AND MICHELLE KEPLY, HUSBAND AND WIFE.

*Ruth Jacob*  
 RUTH JACOB, NOTARY PUBLIC  
 MY COMMISSION EXPIRES: 12-4-18



LEGEND OF SYMBOLS & ABBREVIATIONS

- △ SECTION SUBDIVISION CORNER FOUND
- FOUND SURVEY MONUMENT
- SET 1/2"x24" REBAR WITH PLASTIC CAP STAMPED "ALPHA CLS-184"
- N. NORTH
- S. SOUTH
- E. EAST
- W. WEST
- ° DEGREES
- ' FEET OR MINUTES
- " INCHES OR SECONDS
- SQ. SQUARE
- FT. FEET
- VOL. VOLUME
- PG. PAGE
- O.R. OFFICIAL RECORD
- C. CALCULATED
- R. RECORD
- M. MEASURED
- R/W RIGHT OF WAY
- P.O.B. POINT OF BEGINNING



0 100 200  
 BASIS OF BEARINGS IS ASSUMED

SURVEY TYPE: <b>FINAL PLAT</b>	
Alpha Land Surveys, Inc. 216 WEST SECOND AVENUE HUTCHINSON, KANSAS 67501 PH: (620) 728-0012 FAX: (620) 728-0413	
SURVEY DATE: 08/10/2015	PLOT DATE: 01/29/2016
DRAWN BY: RB	PROJ. NO.: 150004P
CHECKED BY: LPD	SHEET 1 OF 1



**RESIDENTIAL COVENANTS**

DECLARATION OF RESIDENTIAL COVENANTS applying to the following described real estate to wit: THE DEERCREEK ADDITION TO THE CITY OF WALTON The restriction hereinafter set forth shall be filed in the office of the Register of Deeds of Harvey County and shall be applied in full to all of the lots above mentioned and described, except as hereinafter stated, and all deeds to said lots shall be subject to the provisions hereof:

1. **RUN WITH THE LAND.** These covenants are to run with the land and shall be binding on all parties and persons claiming under them until 2020 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of said lots covered by these covenants, it is agreed to change said covenants in whole or in part.

2. **ENFORCEMENT.** In the event of the violation or the attempt to violate any of the covenant herein, it shall be lawful for any other person or persons owning any real property situated in the lots covered by these covenants or any home owners association to which the above captioned property is subject, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

3. **INVALIDATION.** Invalidation of one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. **RESIDENTIAL LOTS.** All lots covered by these covenants shall be known as residential lots and no structure shall be erected, altered, placed or permitted to remain on any building site, subject to these restrictions and covenants, other than one new detached single family dwelling, for private use, and other buildings incidental to residential use of the premises. All of said buildings shall be subject to the Architectural Control Committee as hereinafter set forth.

5. **NO BUSINESSES A NUISANCE.** It is hereby provided that no retail, wholesale, manufacturing, repair, or service business, shall be permitted on any building site or in any detached single family dwelling or pertinent structure erected thereon, even though it does not include the employment of any additional person or persons in the performance of such services. However, home offices may be permitted with prior approval from the Architectural Control Committee. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any building site or on any detached single family dwelling or pertinent structures erected thereon.

6. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to size, quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography, finished grade elevation, and side yard requirements. No fence, mass planting, or wall shall be erected, placed or altered on any lot unless similarly approved.

Deercreek  
Walton

065991

HARVEY COUNTY, STATE OF KANSAS  
 This instrument was filed for record on  
 the 27 day of June A.D., 20 00,  
 at 10 o'clock A.M. (and duly recorded  
 in book 367 of Map  
 on page 525-528 Fee \$ 120.00  
 Register of Deeds  
 Deputy

**7. ARCHITECTURAL CONTROL COMMITTEE.**

**A. MEMBERSHIP.** The Architectural Control Committee shall be composed of Jerry Dale Kepley, Chairman, Michelle Ann Kepley and one appointed Land Owner Representative. A majority of the committee may designate a representative to act for it. In the event a death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee, not its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after 2010, the record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee, or withdraw from the committee or restore to it, any of its powers and duties.

**B. PROCEDURE.** The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the restrictions had been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. It is provided further that its successors or assigns, or the members of the Architectural Control Committee, their successors or assigns, shall not be liable in damages to any one so submitting plans for approval, or to any other owner or owners of land covered by this instrument by reason of mistaken judgment, neglect, or non-feasance of itself, their agents or employees arising out of or in connection with, the approval or disapproval, or failure to approve any such plans. Likewise any one so submitting plans to the Architectural Control Committee for approval, by submitting such and any owner by so acquiring title shall not have any right for any damages against the Architectural Control Committee.

In the case where the Architectural Control Committee shall disapprove a plan and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds on which such action was based. In such case, the Architectural Control Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

In the event that the Architectural Control Committee fails to approve or disapprove any plan and specifications as herein provided within thirty (30) days after submission thereof, or if the committee has relinquished its authority, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

**8. OVERHEAD WIRES PROHIBITED.** No power, electric service or telephone service connection lines may be erected or maintained above the surface of the ground on any of the lots of the above described property.

**9. NO TANK** for the storage of fuel may be maintained above the surface of the ground on any of the described lots.

**10. NO ANIMALS,** livestock, or poultry may be kept or maintained on any of said lots, except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. Dogs, cats or any household pets cannot be chained or cabled in a yard for over ten (10) hours in any given twenty-four (24) hour period. Maximum household pets cannot number over three (3).

11. NO SIGN, advertisement, billboards or advertising structures on any kind may be erected or maintained on any of said lots without the written consent in writing of Architectural Control Committee, provided however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the lot or tract upon which it is erected.

12. NO LOT shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers which shall be screened and blocked from view by a wall or fence not exceeding four (4) feet in height, which design shall conform to the general architecture of the dwelling house which it services.

13. NO TRUCKS, machinery, trailers, or other equipment shall be customarily or habitually parked, kept or stored on any streets or in the yards around any of the buildings within the above described real property.

14. NO FENCE, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front and side street building setback lines. No fence shall extend more than six (6) feet in heights. Nor shall any television or radio transmission or receiving antenna project be higher than the highest peak of a detached single family dwelling except upon approval of the Architectural Control Committee.

15. THE OWNER of each lot shall maintain adequate lighting as prescribed by the Architectural Control Committee. With the primary intent to provide safe front entry access at night- assuming that street lights are non-existent, any lighting in front shall be architecturally friendly and not more than twelve (12) feet above grade level.

16. NO BUILDING shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction.

17. ANY HOME destroyed by fire, windstorm, or other damage shall not remain in damage condition longer than six (6) months after the date of the damage.

18. NO MOBILE HOME, boat, recreation vehicle, travel trailer, or similar item may be stored, parked or used for living quarters anywhere upon the Real Estate, however storage is permitted in a four (4) walled structure or hidden behind a privacy fence which has been approved by the Architectural Control Committee.

19. NO BASEMENT, tent, shack, garage, barn, trailer or other outbuilding erected in the tract shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

20. SWIMMING POOLS may be constructed on any lot but shall not be nearer to any street than the building setback requirement hereinbefore noted.

21. NO USED, second-hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer, mobile home or manufactured housing be moved, placed or permitted to remain upon a building site subjected to these covenants, unless approved by Architectural Control Committee.

22. NO BUILDING material on any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the materials shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the streets or between the street and property line.

23. THE FLOOR AREA of the main structure exclusive of one-story open porches and garages, shall not be less than 1200 square feet unless the structure is multi-story and then the main floor area shall be not less than 850 square feet, exclusive of unfinished basement.

24. ELEVATION of all homes shall be such that the top of the stem wall of the home foundation shall be at least 18 inches above the highest ground elevation of adjoining ground.

25. LOT MAINTENANCE will be the responsibility of the owner and all lots shall have a ground cover (grass) which is properly mowed.

26. THE OWNER will be responsible to maintain off-street parking for minimum of three vehicles. Parking must be constructed of a hard surface material, rock, asphalt, or concrete, etc.

27. ALL LOTS must be built on and inhabited within twenty-four (24) months of purchase date.

28. THIS DECLARATION may be amended only by an instrument, executed and acknowledged by no less than seventy-five percent (75%) of the lot owners of The Deer Creek Addition to the City of Walton, provided no amendment concerning the membership or duties of the Architectural Control Committee shall be made prior to the year 2010, without the approval of the Architectural Control Committee. Each owner shall be entitled to one vote for each lot he or she may own.

IN WITNESS WHEREOF, the undersigned has executed these Restrictive Covenants this 27 day of June 2000

The Owners of Deer Creek Addition  
Lots 1-18

Jerry Dale Kepley  
Jerry Dale Kepley

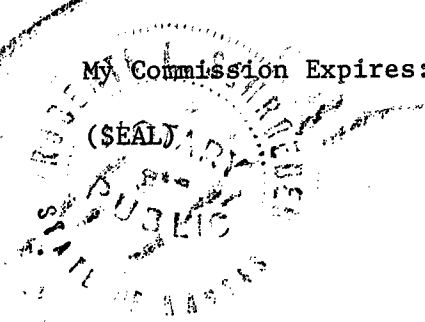
Michelle Ann Kepley  
Michelle Ann Kepley

STATE OF KANSAS  
COUNTY OF HARVEY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the 27th day of June 2000.

Roberta L. Schroeder  
Roberta L. Schroeder  
Notary Public

My Commission Expires: 5-6-2004



U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE  
CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN

For Optional Use By Recording Office

DISTRICT Wichita

SERIAL NO.

W-9621

**34364**

I hereby certify that as to the following-named taxpayer the requirements of Section 6325(a), Internal Revenue Code, have been satisfied with respect to the taxes enumerated below, together with all statutory additions provided by Section 6321; and that the lien for such taxes and statutory additions has thereby been released. The proper officer in the office where notice of internal revenue tax lien was filed on OCTOBER 7, 1966, is hereby authorized to make notation on his books to show the release of said lien, insofar as the lien relates to the following taxes.

HARVEY COUNTY, STATE OF KANSAS  
This instrument was filed for record on the 20 day of Feb A.D. 1970 at 9:15 o'clock AM and duly recorded in book 258 of mae

NAME OF TAXPAYER

**Elley I. Channy - Elleys Film Service**

Page 134 of mae  
Kenneth H. Bledsoe  
Register of Deeds, Y. Deputy

RESIDENCE

**629 Southeast Second, Norton, Kansas 67114**



CLASS OF TAX (Tax Return Form No.) (a)	PERIOD ENDED (b)	ASSESSMENT DATE (c)	IDENTIFYING NUMBER (d)
941	09-30-67	7-12-68	48-0731865 \$ 85.50
941	12-31-67	7-12-68	48-0731865 119.70
PLACE OF FILING <b>Register of Deeds Harvey County Norton, Kansas 67114</b> Misc. Book 254, page 146 TOTAL \$ 205.20			

WITNESS my hand at Wichita, Kansas

, on this,

the 19th day of February, 19 70

SIGNATURE

*Art Plenert*  
Art Plenert

TITLE

Chief, SPS

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien G.C.M. 26419, C.B. 1950-51, 125.)

M 229-166

13025

This instrument was filed for record on the 21 day of Nov A.D. 19 62 at 11 o'clock AM and duly inserted in book 229 of misc on page 116 fee \$1.20

GUY AND ANCHOR EASEMENT

Janet Parry  
Register of Deeds Deputy

The undersigned does hereby grant and convey to Kansas Gas and Electric Company, a corporation, its successors and assigns, the rights and privileges of setting anchors and guy wires as follows:

One anchor with necessary guy wires attached thereto, to be located approx. one hundred twenty (120) feet North and three hundred seventy-five (375) feet West of the Southwest corner of Block 10, Watson's Addition to the City of Walton,

in Harvey

County, Kansas, with the right of ingress and egress to and from the same. The Grantors reserve to themselves, their heirs or assigns the right to fully use and enjoy the said premises except for the purpose hereinbefore granted to said Grantee, its successors or assigns.

Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

Dated September 26, 19 62.

Isaac G. Graves  
Elsie Graves

STATE OF KANSAS, )  
 ) ss.  
HARVEY COUNTY )

I hereby certify that on this 26 day of September, A.D. 19 62, before

me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_

Isaac G. Graves and Elsie Graves

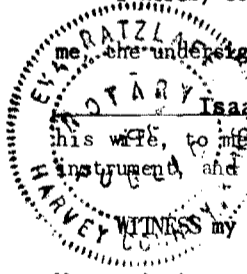
his wife, to me personally known to be the same person (s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNES my hand and Notarial Seal on the day and date last above written.

My commission expires: October 2, 1963

Eva Ratzlaff  
Notary Public Eva Ratzlaff

R/W No. \_\_\_\_\_



RESIDENTIAL COVENANTS

DECLARATION OF RESIDENTIAL COVENANTS applying to the following described real estate to wit: THE DEERCREEK ADDITION TO THE CITY OF WALTON The restriction hereinafter set forth shall be filed in the office of the Register of Deeds of Harvey County and shall be applied in full to all of the lots above mentioned and described, except as hereinafter stated, and all deeds to said lots shall be subject to the provisions hereof:

1. RUN WITH THE LAND. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until 2020 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of said lots covered by these covenants, it is agreed to change said covenants in whole or in part.

2. ENFORCEMENT. In the event of the violation or the attempt to violate any of the covenant herein, it shall be lawful for any other person or persons owning any real property situated in the lots covered by these covenants or any home owners association to which the above captioned property is subject, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

3. INVALIDATION. Invalidation of one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. RESIDENTIAL LOTS. All lots covered by these covenants shall be known as residential lots and no structure shall be erected, altered, placed or permitted to remain on any building site, subject to these restrictions and covenants, other than one new detached single family dwelling, for private use, and other buildings incidental to residential use of the premises. All of said buildings shall be subject to the Architectural Control Committee as hereinafter set forth.

5. NO BUSINESSES A NUISANCE. It is hereby provided that no retail, wholesale, manufacturing, repair, or service business, shall be permitted on any building site or in any detached single family dwelling or pertinent structure erected thereon, even though it does not include the employment of any additional person or persons in the performance of such services. However, home offices may be permitted with prior approval from the Architectural Control Committee. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any building site or on any detached single family dwelling or pertinent structures erected thereon.

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 065991  
 HARVEY COUNTY, STATE OF KANSAS  
 This instrument was filed for record on  
 the 27 day of June A.D., 20 00  
 at 10 o'clock P.M. and duly recorded  
 in book 367 of Miss  
 on page 525-528 Fee \$ 12.00  
 By Dani Porter  
 Register of Deeds

ORIGINAL COMPARED WITH RECORD

7. ARCHITECTURAL CONTROL COMMITTEE.

A. MEMBERSHIP. The Architectural Control Committee shall be composed of Jerry Dale Kepley, Chairman, Michelle Ann Kepley and one appointed Land Owner Representative. A majority of the committee may designate a representative to act for it. In the event a death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after 2010, the record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee, or withdraw from the committee or restore to it, any of its powers and duties.

B. PROCEDURE. The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the restrictions had been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. It is provided further that its successors or assigns, or the members of the Architectural Control Committee, their successors or assigns, shall not be liable in damages to any one so submitting plans for approval, or to any other owner or owners of land covered by this instrument by reason of mistaken judgment, neglect, or non-feasance of itself, their agents or employees arising out of or in connection with, the approval or disapproval, or failure to approve any such plans. Likewise any one so submitting plans to the Architectural Control Committee for approval, by submitting such and any owner by so acquiring title shall not have any right for any damages against the Architectural Control Committee.

In the case where the Architectural Control Committee shall disapprove a plan and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds on which such action was based. In such case, the Architectural Control Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

In the event that the Architectural Control Committee fails to approve or disapprove any plan and specifications as herein provided within thirty (30) days after submission thereof, or if the committee has relinquished its authority, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

8. OVERHEAD WIRES PROHIBITED. No power, electric service or telephone service connection lines may be erected or maintained above the surface of the ground on any of the lots of the above described property.

9. NO TANK for the storage of fuel may be maintained above the surface of the ground on any of the described lots.

10. NO ANIMALS, livestock, or poultry may be kept or maintained on any of said lots, except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. Dogs, cats or any household pets can not be chained or cabled in a yard for over ten (10) hours in any given twenty-four (24) hour period. Maximum household pets cannot number over three (3).



11. NO SIGN, advertisement, billboards or advertising structures on any kind may be erected or maintained on any of said lots without the written consent in writing of Architectural Control Committee, provided however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the lot or tract upon which it is erected.

12. NO LOT shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers which shall be screened and blocked from view by a wall or fence not exceeding four (4) feet in height, which design shall conform to the general architecture of the dwelling house which it services.

13. NO TRUCKS, machinery, trailers, or other equipment shall be customarily or habitually parked, kept or stored on any streets or in the yards around any of the buildings within the above described real property.

14. NO FENCE, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front and side street building setback lines. No fence shall extend more than six (6) feet in heights. Nor shall any television or radio transmission or receiving antenna project be higher than the highest peak of a detached single family dwelling except upon approval of the Architectural Control Committee.

15. THE OWNER of each lot shall maintain adequate lighting as prescribed by the Architectural Control Committee. With the primary intent to provide safe front entry access at night- assuming that street lights are non-existent, any lighting in front shall be architecturally friendly and not more than twelve (12) feet above grade level.

16. NO BUILDING shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction.

17. ANY HOME destroyed by fire, windstorm, or other damage shall not remain in damage condition longer than six (6) months after the date of the damage.

18. NO MOBILE HOME, boat, recreation vehicle, travel trailer, or similar item may be stored, parked or used for living quarters anywhere upon the Real Estate, however storage is permitted in a four (4) walled structure or hidden behind a privacy fence which has been approved by the Architectural Control Committee.

19. NO BASEMENT, tent, shack, garage, barn, trailer or other outbuilding erected in the tract shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

20. SWIMMING POOLS may be constructed on any lot but shall not be nearer to any street than the building setback requirement hereinbefore noted.

21. NO USED, second-hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer, mobile home or manufactured housing be moved, placed or permitted to remain upon a building site subjected to these covenants, unless approved by Architectural Control Committee.

22. NO BUILDING material on any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the materials shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the streets or between the street and property line.

23. THE FLOOR AREA of the main structure exclusive of one-story open porches and garages, shall not be less than 1200 square feet unless the structure is multi-story and then the main floor area shall be not less than 850 square feet, exclusive of unfinished basement.

24. ELEVATION of all homes shall be such that the top of the stem wall of the home foundation shall be at least 18 inches above the highest ground elevation of adjoining ground.

25. LOT MAINTENANCE will be the responsibility of the owner and all lots shall have a ground cover (grass) which is properly mowed.

26. THE OWNER will be responsible to maintain off-street parking for minimum of three vehicles. Parking must be constructed of a hard surface material, rock, asphalt, or concrete, etc.

27. ALL LOTS must be built on and inhabited within in twenty-four (24) months of purchase date.

28. THIS DECLARATION may be amended only by an instrument, executed and acknowledged by no less than seventy-five percent (75%) of the lot owners of The Deer Creek Addition to the City of Walton, provided no amendment concerning the membership or duties of the Architectural Control Committee shall be made prior to the year 2010, without the approval of the Architectural Control Committee. Each owner shall be entitled to one vote for each lot he or she may own.

IN WITNESS WHEREOF, the undersigned has executed these Restrictive Covenants this 27 day of June 2000

The Owners of Deer Creek Addition  
Lots 1-18

  
Jerry Dale Kepley

  
Michelle Ann Kepley

STATE OF KANSAS  
COUNTY OF HARVEY

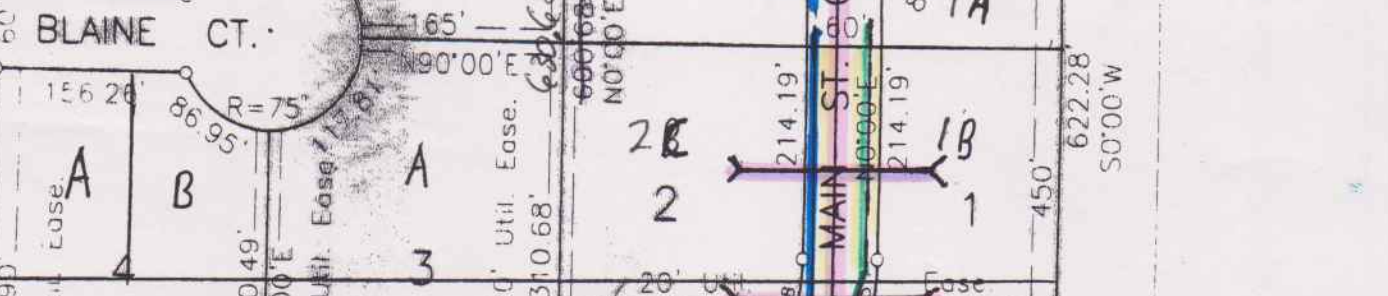
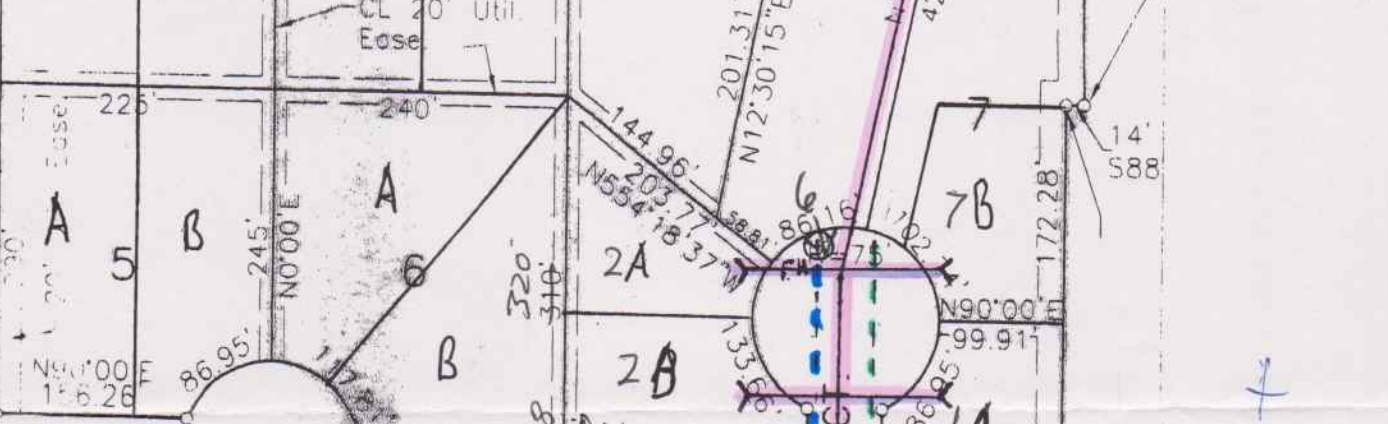
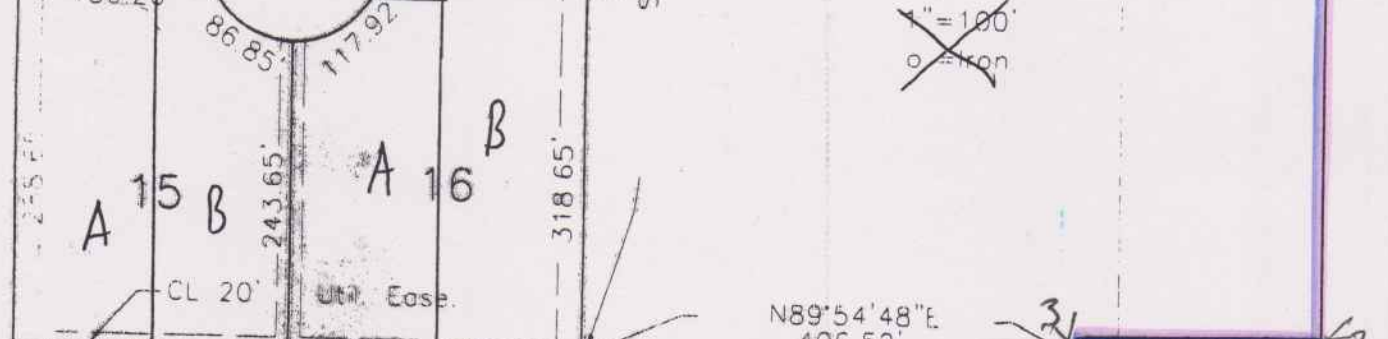
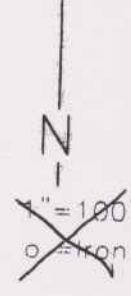
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the 27th day of June 2000.

  
Roberta L. Schroeder  
Notary Public

My Commission Expires: 5-6-2004

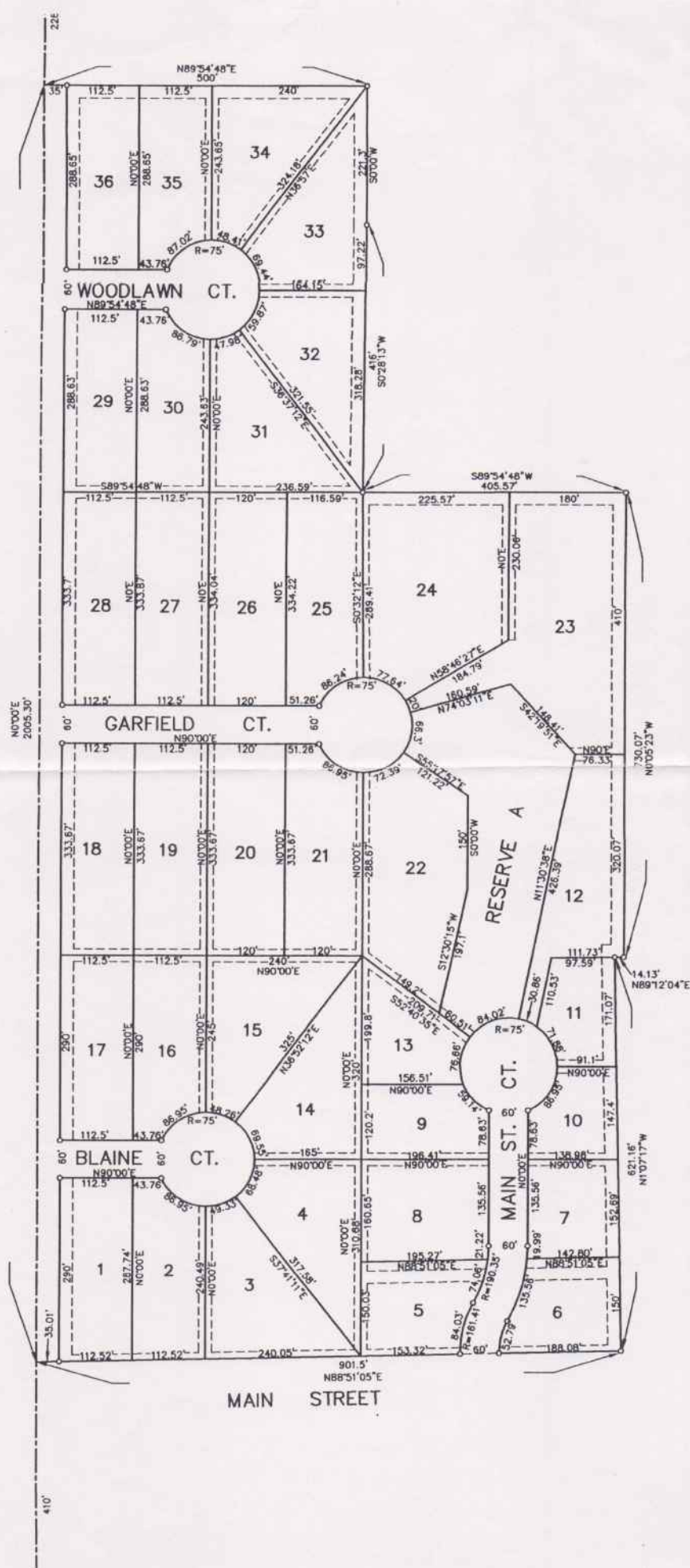
(SEAL)

WOODLAWN CT.  
N89°54'48"E 87.04'  
R=75'  
156.26'  
CL 20' Util. Ease  
65'  
N89°54'48"E  
637.3'  
50'00"W

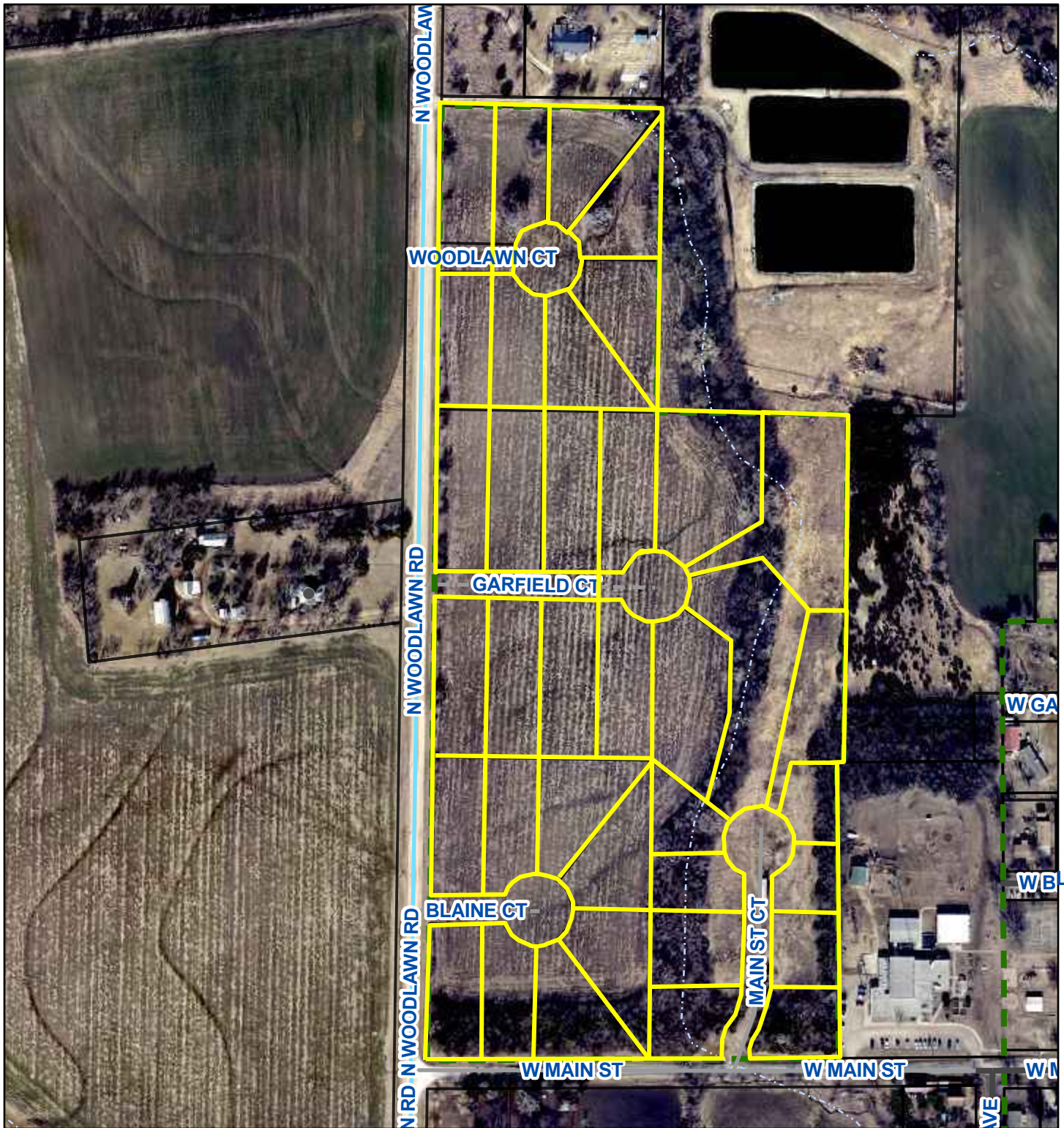


LPS

7

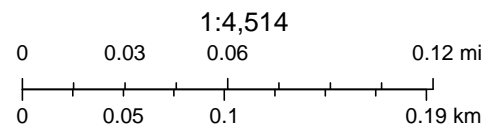


# 37 Lots at W. Main St. & N. Woodlawn Rd. - Walton, KS 67151 - Zoning R-1



7/29/2021, 10:47:39 AM

- Parcel Boundary
- Parcel Boundary
- Override 1
- Road Centerline
- HARVEY COUNTY - UNPAVED
- CITY - PAVED
- CITY - GRAVEL
- CITY - PROPOSED
- Subdivision
- Building Permits
- Parcel Boundary
- Creek/River
- Unnamed Tributary

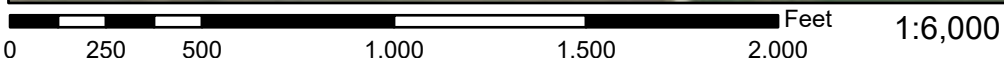
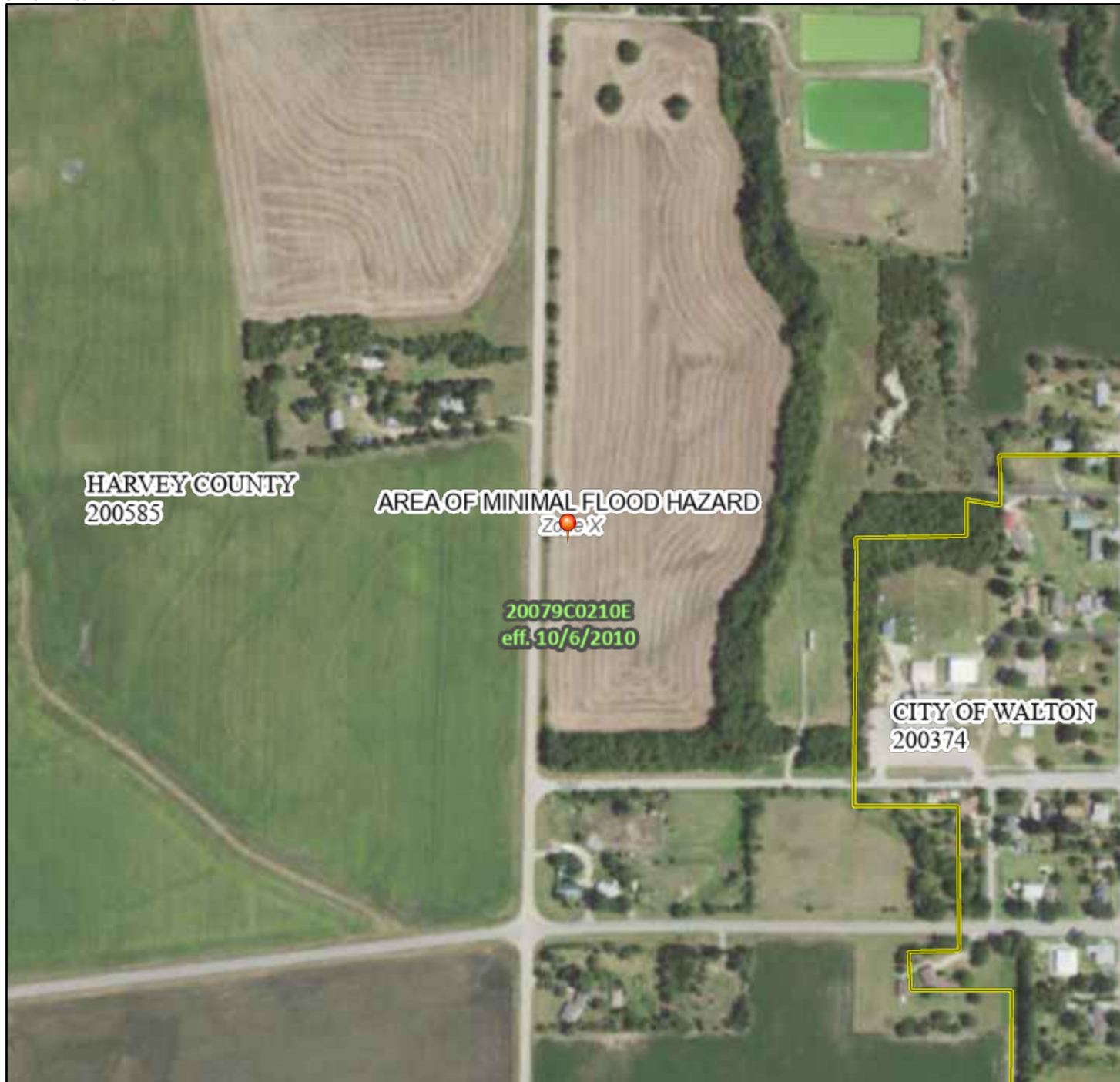


Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

# National Flood Hazard Layer FIRMMette



97°16'11"W 38°7'25"N



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- |                                    |  |  |
|------------------------------------|--|--|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  |  | Without Base Flood Elevation (BFE)<br><i>Zone A, V, A99</i>  |
|                                    |  | With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>   |
|                                    |  | Regulatory Floodway  |
| <b>OTHER AREAS OF FLOOD HAZARD</b> |  | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i> |
|                                    |  | Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>  |
|                                    |  | Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>  |
|                                    |  | Area with Flood Risk due to Levee <i>Zone D</i>  |
| <b>OTHER AREAS</b>                 |  | NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>   |
|                                    |  | Effective LOMRs  |
| <b>GENERAL STRUCTURES</b>          |  | Area of Undetermined Flood Hazard <i>Zone D</i>  |
|                                    |  | Channel, Culvert, or Storm Sewer   |
|                                    |  | Levee, Dike, or Floodwall  |
| <b>OTHER FEATURES</b>              |  | 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation  |
|                                    |  | 17.5 Coastal Transect  |
|                                    |  | Base Flood Elevation Line (BFE)  |
|                                    |  | Limit of Study   |
|                                    |  | Jurisdiction Boundary  |
| <b>MAP PANELS</b>                  |  | Coastal Transect Baseline  |
|                                    |  | Profile Baseline   |
|                                    |  | Hydrographic Feature   |
|                                    |  | Digital Data Available   |
|                                    |  | No Digital Data Available  |
|                                    |  | Unmapped   |



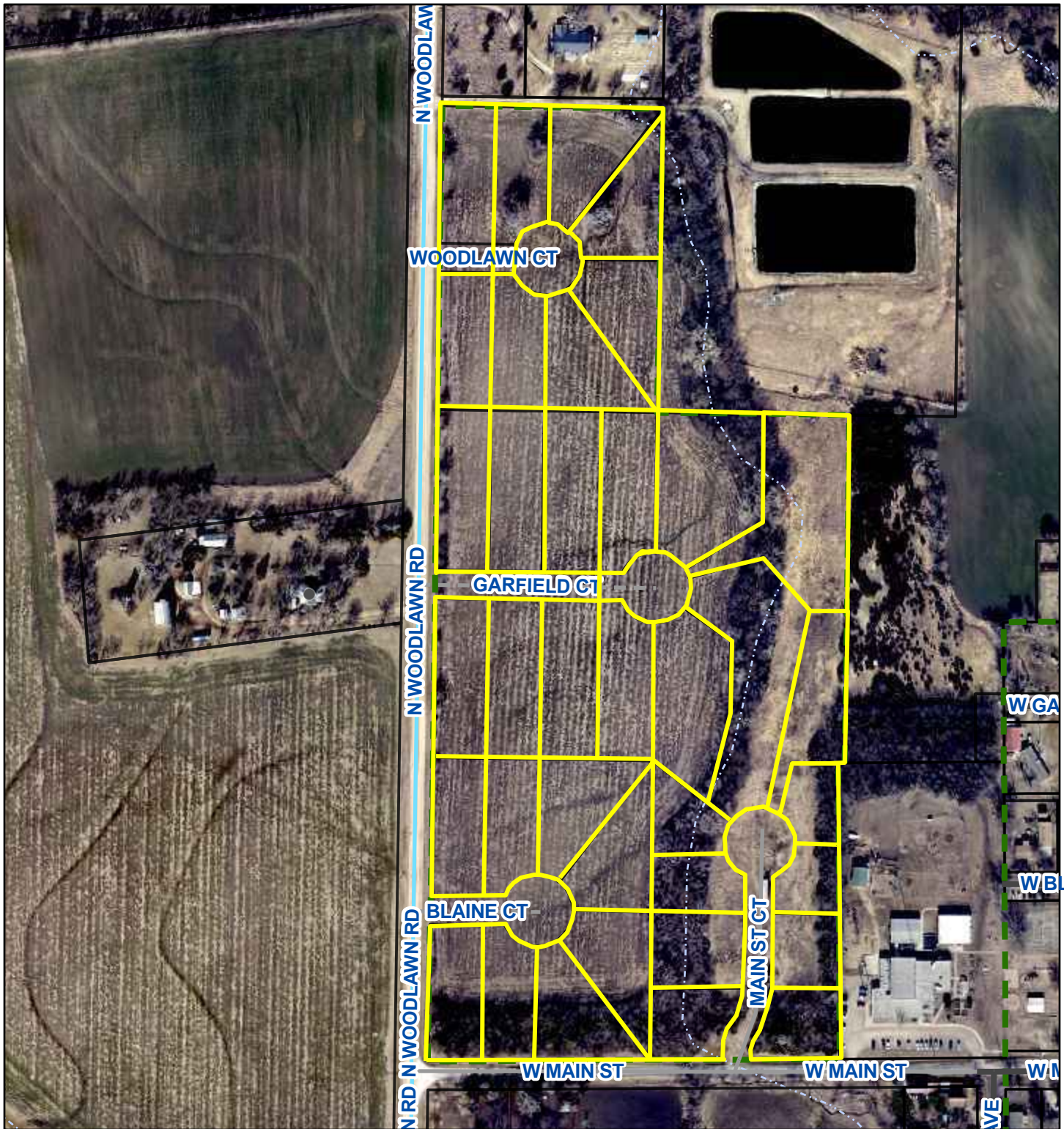
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **8/10/2021 at 10:41 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

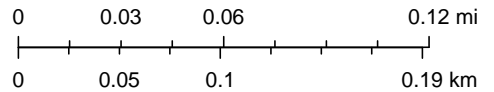
# 37 Lots at W. Main St. & N. Woodlawn Rd. - Walton, KS 67151 - Aerial



7/29/2021, 10:47:39 AM

1:4,514

- Parcel Boundary
- Parcel Boundary
- Override 1
- Road Centerline
- HARVEY COUNTY - UNPAVED
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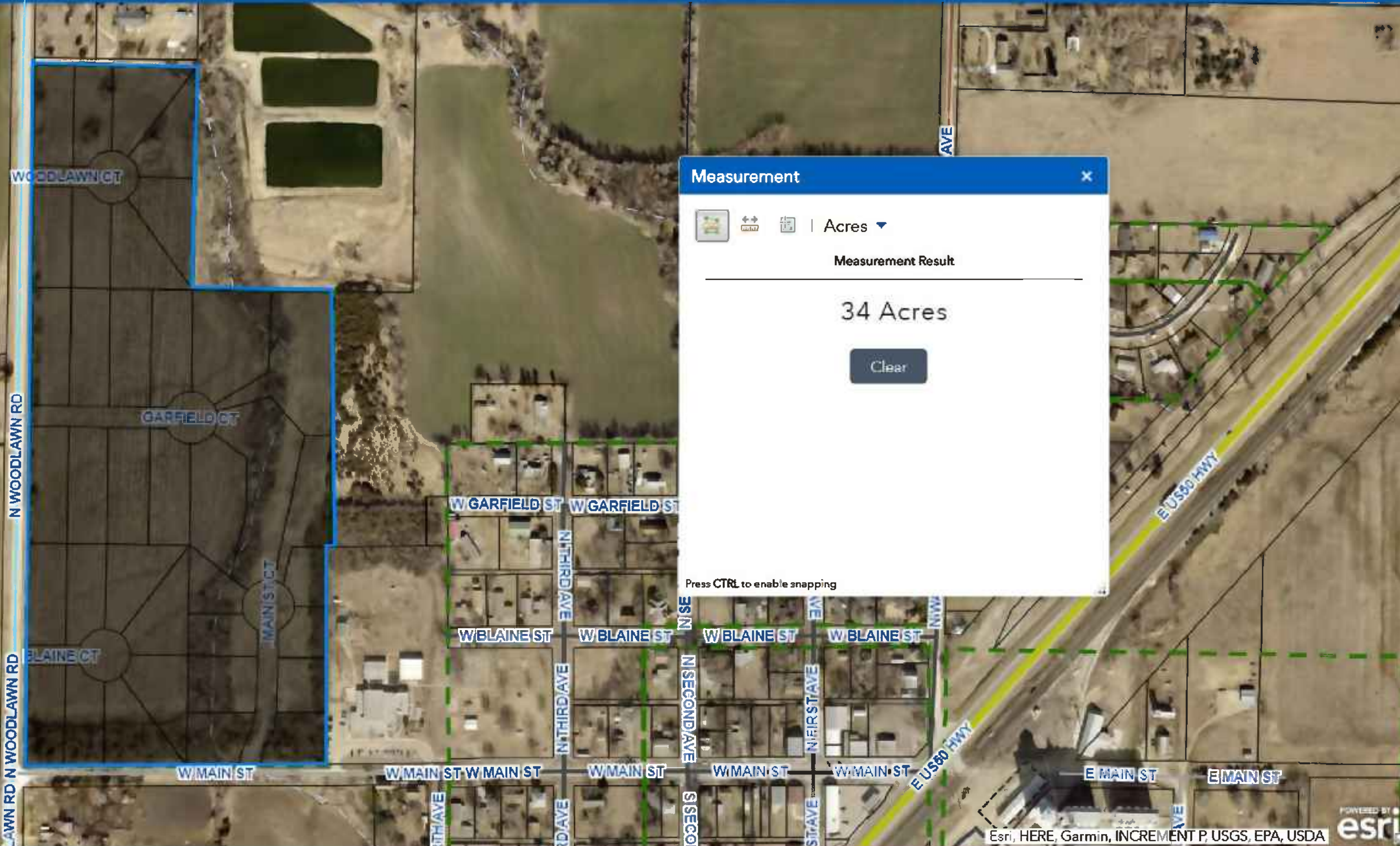


Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

All map data subject to Harvey County GIS data disclaimer. Any conclusions drawn from such information are the sole responsibility of the user.

Search PIDNO, STR, Subd



**Measurement** [Close]

Acres

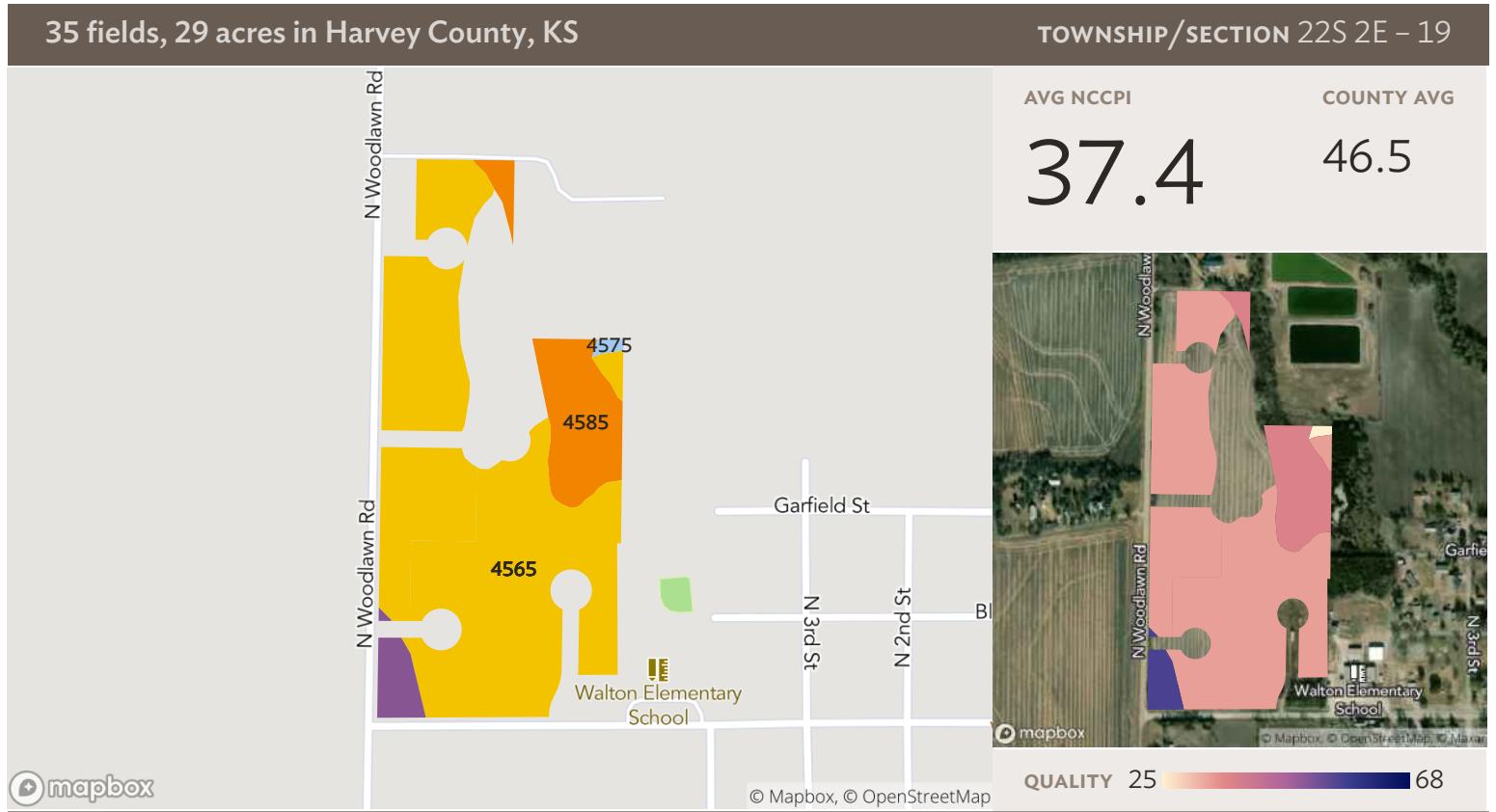
**Measurement Result**

**34 Acres**

Clear

Press CTRL to enable snapping





Source: NRCS Soil Survey

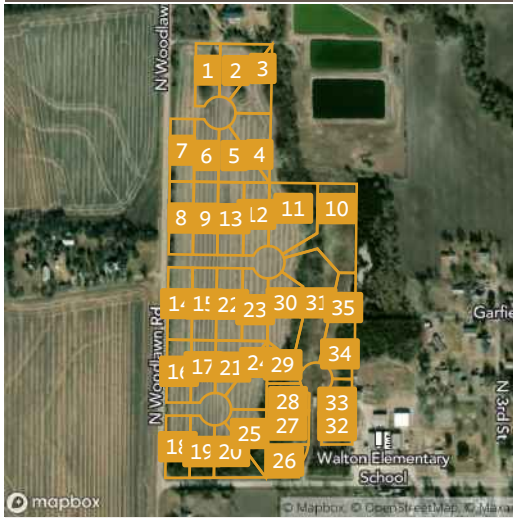
## All fields

29 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
4565	Clime silty clay, 1 to 3 percent slopes	20.70	70.6%	3	33.2
4671	Irwin silty clay loam, 1 to 3 percent slopes	4.90	16.7%	3	55.9
4585	Clime-Hobbs complex, 0 to 20 percent slopes	3.61	12.3%	3	37.2
4575	Clime silty clay, 3 to 7 percent slopes, eroded	0.11	0.4%	3	18.3
<b>29.33</b>					<b>37.4</b>

35 fields, 29 acres in Harvey County, KS

TOWNSHIP/SECTION 22S 2E - 19



**All fields**

29 ac



	2019	2018	2017	2016	2015
Soybeans	63.6%	1.4%	12.7%	-	-
Grass/Pasture	21.4%	31.3%	33.1%	29.2%	36.3%
Corn	0.3%	52.5%	-	-	-
Forest	12.8%	12.8%	9.5%	13.5%	10.9%
Winter Wheat	-	1.2%	16.5%	56.4%	51.2%
Double Crop	-	-	26.7%	-	0.8%
Other	2.0%	0.8%	1.6%	0.8%	0.8%







**Field 1**

1 ac



	2019	2018	2017	2016	2015
Soybeans	77.8%	18.6%	-	-	-
Grass/Pasture	22.2%	40.8%	40.8%	22.2%	77.1%
Winter Wheat	-	-	40.4%	77.8%	22.9%
Corn	-	40.6%	-	-	-
Double Crop	-	-	18.9%	-	-

35 fields, 29 acres in Harvey County, KS			TOWNSHIP/SECTION 22S 2E - 19		
20		0.83	22S 2E - 19 APN: 0141903001064000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
21		0.83	22S 2E - 19 APN: 0141903001053000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
22		0.92	22S 2E - 19 APN: 0141903001048000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
23		0.85	22S 2E - 19 APN: 0141903001047000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
24		0.81	22S 2E - 19 APN: 0141903001054000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
25		0.80	22S 2E - 19 APN: 0141903001063000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
26		0.59	22S 2E - 19 APN: 0141903001062000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
27		0.72	22S 2E - 19 APN: 0141903001059000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
28		0.53	22S 2E - 19 APN: 0141903001058000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
29		0.49	22S 2E - 19 APN: 0141903001055000	KEPLEY, JERRY D & MICHELLE A (08/10/2019)	PO BOX 31, HALSTEAD, KS 67056
30		1.20	22S 2E - 19 APN: 0141903001046000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
31		1.80	22S 2E - 19 APN: 0141903001045000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
32		0.50	22S 2E - 19 APN: 0141903001060000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
33		0.41	22S 2E - 19 APN: 0141903001057000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
34		0.42	22S 2E - 19 APN: 0141903001056000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
35		0.89	22S 2E - 19 APN: 0141903001044000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
		<b>29.33</b>			

35 fields, 29 acres in Harvey County, KS

TOWNSHIP/SECTION 22S 2E - 19

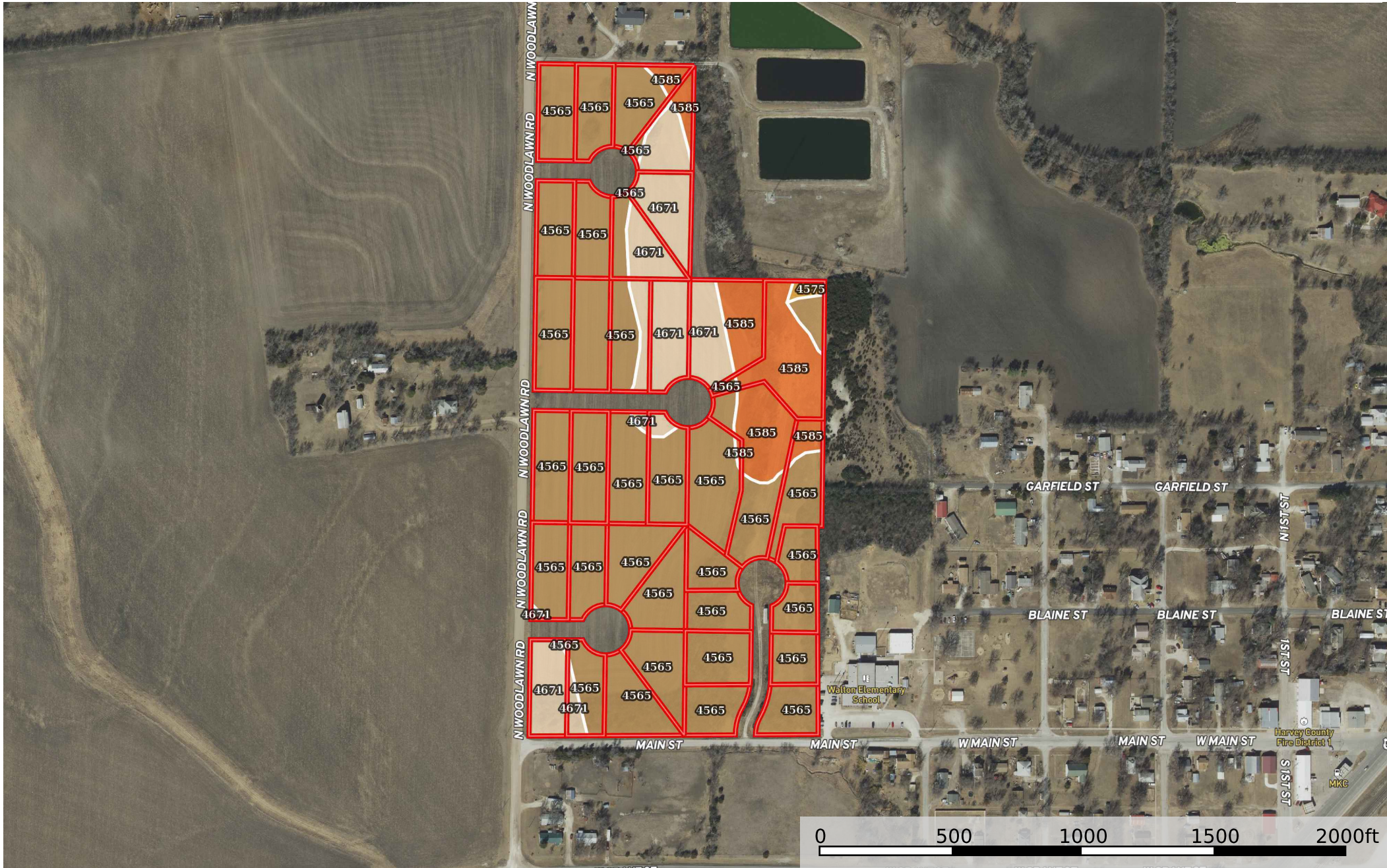
## Harvey County, KS


FIELD	ACRES	LOCATION	OWNER (LAST UPDATED)	OWNER ADDRESS
1 	0.69	22S 2E - 19 APN: 0141903001031000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
2 	0.84	22S 2E - 19 APN: 0141903001032000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
3 	0.82	22S 2E - 19 APN: 0141903001033000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
4 	0.81	22S 2E - 19 APN: 0141903001034000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
5 	0.82	22S 2E - 19 APN: 0141903001035000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
6 	0.69	22S 2E - 19 APN: 0141903001036000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
7 	0.75	22S 2E - 19 APN: 0141903001037000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
8 	0.87	22S 2E - 19 APN: 0141903001038000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
9 	0.87	22S 2E - 19 APN: 0141903001039000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
10 	1.74	22S 2E - 19 APN: 0141903001043000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
11 	1.47	22S 2E - 19 APN: 0141903001042000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
12 	0.85	22S 2E - 19 APN: 0141903001041000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
13 	0.93	22S 2E - 19 APN: 0141903001040000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
14 	0.86	22S 2E - 19 APN: 0141903001050000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
15 	0.86	22S 2E - 19 APN: 0141903001049000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
16 	0.75	22S 2E - 19 APN: 0141903001051000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
17 	0.69	22S 2E - 19 APN: 0141903001052000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
18 	0.74	22S 2E - 19 APN: 0141903001066000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020
19 	0.69	22S 2E - 19 APN: 0141903001065000	KEPLEY, JERRY D & MICHELLE (08/10/2019)	505 N WILLOW LAKE RD, BURRTON, KS 67020

35 fields, 29 acres in Harvey County, KS

TOWNSHIP/SECTION 22S 2E - 19





 Boundary



|  All Polygons 30.7 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	22.1	71.85	3e
4585	Clime-Hobbs complex, 0 to 20 percent slopes	3.6	11.77	6e
4671	Irwin silty clay loam, 1 to 3 percent slopes	4.9	16.0	3s
4575	Clime silty clay, 3 to 7 percent slopes, eroded	0.1	0.38	3e
TOTALS		30.7	100%	3.35

|  Boundary 0.7 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.7	100.0	3e
TOTALS		0.7	100%	3.0

|  Boundary 0.7 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.7	100.0	3e
TOTALS		0.7	100%	3.0

|  Boundary 0.8 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.7	80.75	3e
4585	Clime-Hobbs complex, 0 to 20 percent slopes	0.2	19.25	6e
TOTALS		0.8	100%	3.58

|  Boundary 0.8 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.5	62.36	3s
4565	Clime silty clay, 1 to 3 percent slopes	0.1	10.3	3e
4585	Clime-Hobbs complex, 0 to 20 percent slopes	0.2	27.33	6e
TOTALS		0.8	100%	3.82

|  Boundary 0.7 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.7	100.0	3e
TOTALS		0.7	100%	3.0



| Boundary 0.7 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.7	100.0	3e
TOTALS		0.7	100%	3.0

|  Boundary 0.8 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.5	65.3	3s
4565	Clime silty clay, 1 to 3 percent slopes	0.3	34.7	3e
TOTALS		0.8	100%	3.0

|  Boundary 0.8 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.8	99.19	3s
4565	Clime silty clay, 1 to 3 percent slopes	0.0	0.81	3e
TOTALS		0.8	100%	3.0

|  Boundary 0.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.9	100.0	3e
TOTALS		0.9	100%	3.0

|  Boundary 0.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.9	100.0	3e
TOTALS		0.9	100%	3.0

|  Boundary 0.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.3	35.95	3s
4565	Clime silty clay, 1 to 3 percent slopes	0.6	64.05	3e
TOTALS		0.9	100%	3.0

|  Boundary 0.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
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4671	Irwin silty clay loam, 1 to 3 percent slopes	0.9	100.0	3s
TOTALS		0.9	100%	3.0

 Boundary 1.5 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.8	51.81	3s
4565	Clime silty clay, 1 to 3 percent slopes	0.0	0.08	3e
4585	Clime-Hobbs complex, 0 to 20 percent slopes	0.7	48.1	6e
TOTALS		1.5	100%	4.44

 Boundary 1.7 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.0	0.16	3s
4575	Clime silty clay, 3 to 7 percent slopes, eroded	0.1	6.62	3e
4565	Clime silty clay, 1 to 3 percent slopes	0.3	17.46	3e
4585	Clime-Hobbs complex, 0 to 20 percent slopes	1.3	75.77	6e
TOTALS		1.7	100%	5.27

 Boundary 0.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.7	74.78	3e
4585	Clime-Hobbs complex, 0 to 20 percent slopes	0.2	25.22	6e
TOTALS		0.9	100%	3.76

 Boundary 1.8 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.9	47.74	3e
4585	Clime-Hobbs complex, 0 to 20 percent slopes	0.9	52.26	6e
TOTALS		1.8	100%	4.57

 Boundary 1.2 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	1.2	97.15	3e
4585	Clime-Hobbs complex, 0 to 20 percent slopes	0.0	2.85	6e
TOTALS		1.2	100%	3.09



| Boundary 0.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.1	13.0	3s
4565	Clime silty clay, 1 to 3 percent slopes	0.7	87.0	3e
TOTALS		0.9	100%	3.0

|  Boundary 0.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.1	6.16	3s
4565	Clime silty clay, 1 to 3 percent slopes	0.9	93.84	3e
TOTALS		0.9	100%	3.0

|  Boundary 0.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.9	100.0	3e
TOTALS		0.9	100%	3.0

|  Boundary 0.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.9	100.0	3e
TOTALS		0.9	100%	3.0

|  Boundary 0.7 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.0	3.6	3s
4565	Clime silty clay, 1 to 3 percent slopes	0.7	96.4	3e
TOTALS		0.7	100%	3.0

|  Boundary 0.7 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.7	100.0	3e
TOTALS		0.7	100%	3.0

|  Boundary 0.8 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
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4565	Clime silty clay, 1 to 3 percent slopes	0.8	100.0	3e
TOTALS		0.8	100%	3.0

|  Boundary 0.8 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.8	100.0	3e
TOTALS		0.8	100%	3.0

|  Boundary 0.5 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.5	100.0	3e
TOTALS		0.5	100%	3.0

|  Boundary 0.5 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.5	100.0	3e
TOTALS		0.5	100%	3.0

|  Boundary 0.4 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.4	100.0	3e
TOTALS		0.4	100%	3.0

|  Boundary 0.4 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.4	100.0	3e
TOTALS		0.4	100%	3.0

|  Boundary 0.5 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.5	100.0	3e
TOTALS		0.5	100%	3.0

|  Boundary 0.7 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
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4565	Clime silty clay, 1 to 3 percent slopes	0.7	100.0	3e
TOTALS		0.7	100%	3.0

|  Boundary 0.6 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.6	100.0	3e
TOTALS		0.6	100%	3.0

|  Boundary 0.6 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.6	100.0	3e
TOTALS		0.6	100%	3.0

|  Boundary 0.8 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.8	100.0	3e
TOTALS		0.8	100%	3.0

|  Boundary 0.8 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4565	Clime silty clay, 1 to 3 percent slopes	0.8	100.0	3e
TOTALS		0.8	100%	3.0

|  Boundary 0.7 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.2	25.54	3s
4565	Clime silty clay, 1 to 3 percent slopes	0.5	74.46	3e
TOTALS		0.7	100%	3.0

|  Boundary 0.7 ac









SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.7	97.67	3s
4565	Clime silty clay, 1 to 3 percent slopes	0.0	2.33	3e
TOTALS		0.7	100%	3.0

## Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

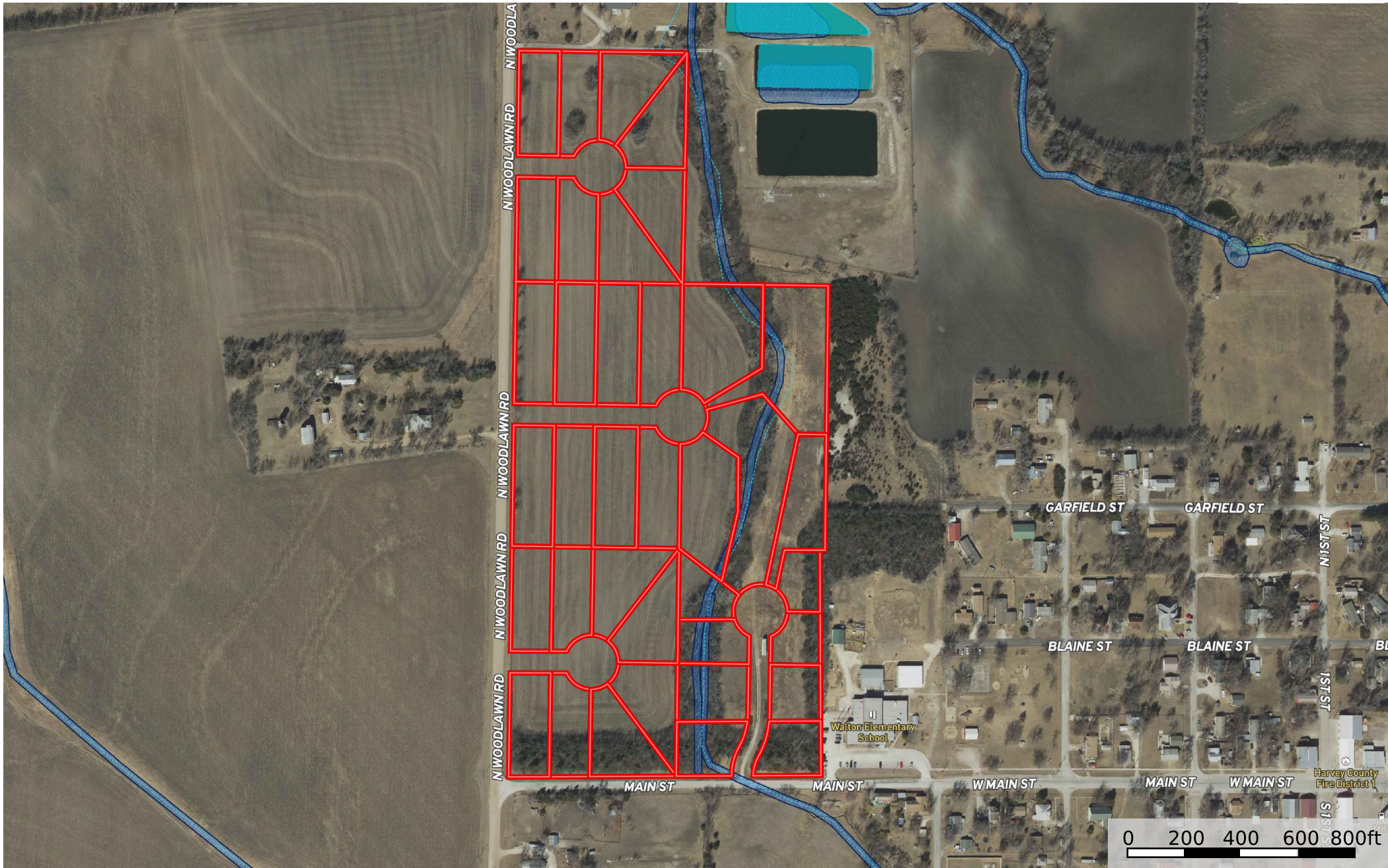
### Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

# 37 Lots at W. Main St and N. Woodlawn Rd., Walton KS

Kansas, AC +/-



# GUIDE TO CLOSING COSTS

## WHAT TO EXPECT

### THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee (*Except VA*)
- Real Estate Commission
- Notary Fees (*If Applicable*)
- Any Loan Fees Required by Buyer's Lender (*According to Contract*)
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Termite Treatment (*According to Contract*)
- Home Warranty (*According to Contract*)
- Any Judgments, Tax Liens, Etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Any Bonds or Assessments (*According to Contract*)
- Rent Deposits and Prorated Rents (*If Applicable*)

### THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee (*Except VA*)
- Lender's Title Policy Premiums
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges For All Documents in Buyer's Name
- Termite Inspection (*According to Contract*)
- Homeowner's Association Transfer Fee and Deposit (*If Applicable*)
- All New Loan Charges (*Except Those That the Lender Requires the Seller to Pay*)
- Interest on New Loan From Date of Funding to 30 Days Prior to First Payment Date
- Home Warranty (*According to Contract*)
- Homeowner's Insurance Premium for First Year
- All Pre-Paid Deposits for Taxes, Insurance, MIP, Etc.

