

PROPERTY INFORMATION PACKET | THE DETAILS



20+/- Acres in 4 Tracts | Rose Hill, KS 67133

LIVESTREAM AUCTION BEGINS:
THURSDAY, SEPTEMBER 5 @ 5:30PM

12041 E. 13th St. N. · Wichita, KS 67206
316.867.3600 · 800.544.4489 · McCurdy.com



McCurdy
REAL ESTATE & AUCTION



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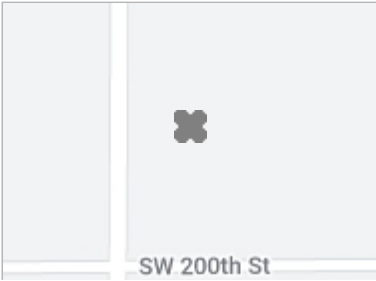
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RURAL WATER METER ESTIMATION LETTER
BUTLER RURAL ELECTRIC COOP LETTER
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FLOOD ZONE MAP
AERIAL MAP
PLAT MAP
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BRRETA DISCLOSURE
GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. The Title Commitment Schedule B Part II-Exceptions will be added as a supporting document on McCurdy.com at the time it is provided by the title company. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 642894
Class Land
Property Type Vacant Lot
County Butler
Area SCKMLS
Address 4.8+/- Acres on SW Butler Rd.
Address 2 Lot 1
City Rose Hill
State KS
Zip 67133
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 1



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Date	7/19/2024
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone	Braden McCurdy - OFF: 316-683-0612	Display on Public Websites	Yes
Co-List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display Address	Yes
Showing Phone	888-874-0581	VOW: Allow AVM	Yes
Zoning Usage	Single Family	VOW: Allow 3rd Party Comm	Yes
Parcel ID	423080000000302001	Virtual Tour Y/N	
Number of Acres	4.80	Days On Market	24
Price Per Acre	0.00	Cumulative DOM	24
Lot Size/SqFt	209088	Cumulative DOMLS	
School District	Rose Hill Public Schools (USD 394)	Input Date	8/7/2024 2:46 PM
Elementary School	Rose Hill	Update Date	8/12/2024
Middle School	Rose Hill	Status Date	8/7/2024
High School	Rose Hill	HotSheet Date	8/7/2024
Subdivision	NONE LISTED ON TAX RECORD	Price Date	8/7/2024
Legal			

DIRECTIONS

Directions Rose Hill - Silknitter Rd & Rose Hill Rd. - South on Rose Hill Rd./SW Butler Rd. to SW 200th St.. Property on NE corner of SW Butler Rd. & SW 200th

FEATURES

SHAPE / LOCATION	PRESENT USAGE	MISCELLANEOUS FEATURES	SHOWING INSTRUCTIONS
Rectangular	None/Vacant	None	Call Showing #
TOPOGRAPHIC	ROAD FRONTAGE	DOCUMENTS ON FILE	LOCKBOX
Level	Paved	Other/See Remarks	None
Pond/Lake	UTILITIES AVAILABLE	FLOOD INSURANCE	AGENT TYPE
Treeline	Electricity	Unknown	Sellers Agent
	Private Water	SALE OPTIONS	OWNERSHIP
	IMPROVEMENTS	Other/See Remarks	Individual
	None	PROPOSED FINANCING	TYPE OF LISTING
	OUTBUILDINGS	Other/See Remarks	Excl Right w/o Reserve
	None	POSSESSION	BUILDER OPTIONS
		At Closing	Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2023
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

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Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	9/5/2024	2 - Open for Preview
Auction Start Time	5:30pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	09/04/2024 @ 5pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions

PERSONAL PROPERTY

Personal Property

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	

ADDITIONAL PICTURES





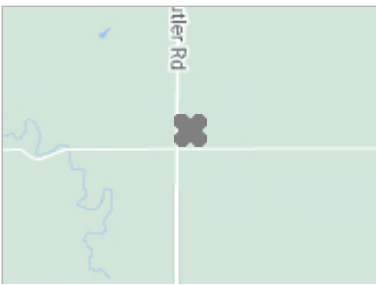
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MLS # 642895
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County Butler
Area SCKMLS
Address 4.8+/- Acres on SW Butler Rd.
Address 2 Lot 2
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State KS
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For Sale/Auction/For Rent Auction
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Price Per Acre	0.00	Cumulative DOM	24
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Elementary School	Rose Hill	Update Date	8/12/2024
Middle School	Rose Hill	Status Date	8/7/2024
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	Private Water	SALE OPTIONS	OWNERSHIP
	IMPROVEMENTS	Other/See Remarks	Individual
	Driveway App	PROPOSED FINANCING	TYPE OF LISTING
	OUTBUILDINGS	Other/See Remarks	Excl Right w/o Reserve
	Livestock Barn	POSSESSION	BUILDER OPTIONS
		At Closing	Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2023
Yearly Specials	\$0.00
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Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

ADDITIONAL PICTURES





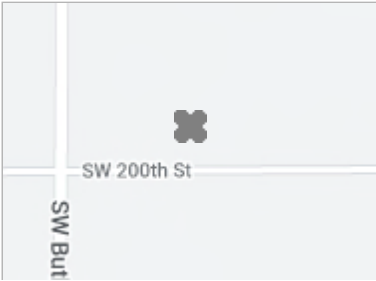
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MLS # 642896
Class Land
Property Type Vacant Lot
County Butler
Area SCKMLS
Address 4.9+/- Acres on SW 200th St.
Address 2 Lot 3
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Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 1



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Zoning Usage	Single Family	VOW: Allow 3rd Party Comm	Yes
Parcel ID	423080000000302001	Virtual Tour Y/N	
Number of Acres	4.90	Days On Market	24
Price Per Acre	0.00	Cumulative DOM	24
Lot Size/SqFt	209088	Cumulative DOMLS	
School District	Rose Hill Public Schools (USD 394)	Input Date	8/7/2024 3:01 PM
Elementary School	Rose Hill	Update Date	8/12/2024
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	IMPROVEMENTS	Other/See Remarks	Individual
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	OUTBUILDINGS	Other/See Remarks	Excl Right w/o Reserve
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		At Closing	Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2023
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
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ADDITIONAL PICTURES





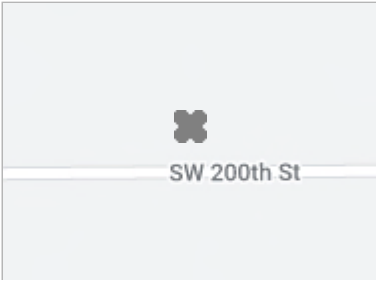
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SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 19928 SW Butler Rd - Rose Hill, KS 67133

Seller: _____ Date of Purchase: _____

Property currently zoned as: _____

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

By signing below, you acknowledge that the failure to disclose known material information about the Property may result in liability.

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

Indicate the condition of the following items by marking the appropriate box.
Check only one box for each item.

None
Does Not Transfer
Working
Not Working
Don't Know

WATER SYSTEMS

☒ ☐ ☐ ☐ ☐ Well/Pump _____
☒ ☐ ☐ ☐ ☐ Drinking _____ Irrigation _____
Location _____
Depth _____
Type _____
If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No
Is the property connected to ☐ city ☐ rural water systems?
Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ _____
☐ ☐ ☐ ☒ ☐ Cistern _____
☒ ☐ ☐ ☐ ☐ Other _____
Comments: _____

DRAINAGE/SEWAGE SYSTEMS

☐ ☐ ☐ ☒ ☐ Sewer Lines _____
☐ ☐ ☐ ☒ ☐ Septic/Laterals _____
☒ ☐ ☐ ☐ ☐ Lagoon _____
☐ ☐ ☐ ☐ ☒ Tank Size _____ Location _____
☒ ☐ ☐ ☐ ☐ # Feet of Laterals _____
☐ ☐ ☐ ☐ ☐ Other _____
☐ ☐ ☐ ☐ ☐ Other _____
Comments: _____

Seller's Initials JB

Buyer's Initials _____

Yes No Don't Know

HOMEOWNER'S ASSOCIATION

- 85 ☐ ☒ ☐ Is the property subject to rules or regulations of any homeowner's association?
86 Annual dues \$ _____ Initiation Fee \$ _____
87 ☐ ☒ To your knowledge, are there any problems relating to any common area?
88 ☐ ☒ Have you been notified of any condition which may result in an increase in assessments?
89 Comments: _____
90 _____
91 _____

ENVIRONMENTAL CONDITIONS

- 92 To your knowledge, are any of the following substances, materials, or products present on the real property?
93 ☐ ☒ Asbestos
94 ☐ ☒ Contaminated soil or water (including drinking water)
95 ☐ ☒ Landfill or buried materials
96 ☐ ☒ Methane gas
97 ☐ ☒ Oil sheers in wet areas
98 ☐ ☒ Radioactive material
99 ☐ ☒ Toxic material disposal (e.g., solvents, chemicals, etc.)
100 ☐ ☒ Underground fuel or chemical storage tanks
101 ☐ ☒ EMFs (Electro Magnetic Fields)
102 ☐ ☒ Gas or oil wells in area
103 ☐ ☒ Other
104 To your knowledge, are any of the above conditions present near your property?
105 Comments: _____
106 _____
107 _____

MISCELLANEOUS

- 108 To your knowledge:
109 ☐ ☒ Are there any gas/oil wells on the property or adjacent property?
110 ☐ ☒ Is the present use of the property a non-conforming use?
111 ☐ ☒ Are there any violations of local, state or federal government laws or regulations relating to this property?
112 ☐ ☒ Is there any existing or threatened legal or regulatory action affecting this property?
113 ☐ ☒ Are there any current special assessments or do you have knowledge of any future assessments?
114 ☐ ☒ Are there any proposed or pending zoning changes on this or adjacent property?
115 ☐ ☒ Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
116 ☐ ☒ Are there any diseased or dead trees or shrubs?
117 ☐ ☒ Is the property located in an area where public authorities have or are contemplating condemnation
118 proceedings?
119 ☐ ☒ Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or
120 desirability of the property? If yes, please explain below.
121 Comments: _____
122 _____
123 _____

Seller Owns:

- 124 ☒ ☐ Mineral Rights:
125 100 % pass with the land to the Buyer _____ % remain with the Seller
126 _____ % are owned by third party _____ unknown
127 Are there any oil, gas, or wind leases of record or Other? Please explain: _____
128 ☐ ☒ Crops planted at the time of sale:
129 _____ pass with the land to the Buyer _____ remain with the Seller
130 ☒ ☐ none _____ negotiable
131 _____ Other (please describe): _____
132 _____
133 _____
134 _____

Seller's Initials

Jul BB

Buyer's Initials

PART II

Answer questions to the best of your (Seller's) knowledge.

None
Does Not Transfer
Working
Not Working
Don't Know

GAS/ELECTRIC

- 43 ☒ ☐ ☐ ☐ ☐ Is there a propane tank on the property?
44 If yes, is it ☐ owned ☐ leased?
45 Company: _____
46 ☒ ☐ ☐ ☐ ☐ Are there solar panels on the property?
47 If yes, are they ☐ owned ☐ rented/leased?
48 Company: _____
49 ☒ ☐ ☐ ☐ ☐ Are there wind turbines on the property?
50 If yes, are they ☐ owned ☐ rented/leased?
51 Company: _____
52 ☒ ☐ ☐ ☐ ☐ Is there hydroelectric on the property?

Yes
No
Don't Know

- 53 ☐ ☒ ☐ Is gas connected to property? If not, distance to nearest source? _____
54 ☒ ☐ ☐ Is electricity connected to property? If not, distance to nearest source? _____
55 ☐ ☐ ☐ To your knowledge, is there any additional costs to hook up utilities?
56 If yes, please explain: yes
57 _____
58 Comments: _____
59 _____

DRAINAGE/SEWAGE SYSTEMS

- 60 ☐ ☒ ☐ Is property connected to a public sewer system?
61 If yes, no explanation required.
62 ☐ ☒ ☐ Is there a septic tank/lagoon system serving this property?
63 If yes, when was it last serviced? Date _____
64 ☐ ☒ ☐ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
65 ☐ ☒ ☐ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
66 ☐ ☒ ☐ Is the property located in a subdivision with a master drainage plan?
67 ☐ ☒ ☐ If so, is this property in compliance?
68 ☐ ☒ ☐ Has the property ever had a drainage problem during your ownership?
69 ☐ ☒ ☐ Do you currently pay flood insurance?
70 ☐ ☒ ☐ Other drainage/sewage systems and their conditions: _____
71 Comments: _____
72 _____

BOUNDARIES/LAND

- 73 ☒ ☐ ☐ Have you had a survey of your property?
74 ☒ ☐ ☐ Are the boundaries of your property marked in any way?
75 ☐ ☒ ☐ Is there any fencing on the boundary(ies) of the property?
76 ☒ ☐ ☐ If yes, does the fencing belong to the property?
77 ☐ ☒ ☐ To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
78 ☒ ☐ ☐ Are there any features of the property shared in common with adjoining landowners, such as walls, fences,
79 roads, driveways?
80 ☒ ☐ ☐ Is this property owner responsible for maintenance of any such shared feature? Pond
81 ☐ ☒ ☐ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability
82 problems that have occurred on the property or in the immediate neighborhood?
83 Comments: _____
84 _____

Seller's Initials JML

Buyer's Initials _____

Tenant's rights apply to the subject property with lease or shares as follows: _____

Water Rights:

☒ pass with the land to the Buyer - Permit # _____

☐ remain with the Seller - Permit # _____

☐ have been terminated

Comments: _____

SELLER'S ACKNOWLEDGMENT

Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other real estate brokers and agents and prospective buyers of the property.

Seller

Date

Seller

Date

OR

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller. I have not occupied this property in _____ years and am not familiar with all conditions represented in this form.

Seller

Date

Seller

Date

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTOR® concerning the condition or value of the property.
2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property examined by professional inspectors.
3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows: _____
4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.
5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by contacting the Metropolitan Area Planning Department.

Buyer

Date

Buyer

Date

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Seller's Initials

Buyer's Initials



WATER WELL INSPECTION REQUIREMENTS

Property Address: 19928 SW Butler Rd - Rose Hill, KS 67133

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES X NO _____

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: Unknown

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO X

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

[Signature]
Owner/Seller

7/19/24
Date

[Signature]
Owner/Seller

7/19/24
Date

Buyer

Date

Buyer

Date

RURAL WATER DISTRICT # 3
SEDGWICK COUNTY, KANSAS

June 28, 2024

RE: 20 acres at 19928 SW Butler Road

To Whom It May Concern:

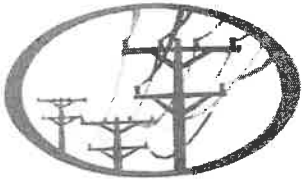
The above acreage would potentially be divided into 4 - 5 acre lots and would require setting 4 meters. At this point in times RWD#3 confirms that there is water available to serve 4 meters at this site.

At this time a water benefit unit (meter) costs \$3,000. Further cost to set each meter can be determined once the lots are divided and would depend on access to each lot. Meters are set approximately 12- 16 feet from the road on the front of the lot.

Should you have any further questions please contact our office. Any further information will need to be submitted to and answered by the Engineer firm we employ.

Sincerely yours,

Loretta Boring
Rural Water District #3



Butler REC

216-218 S. Vine
P.O. Box 1242
El Dorado, KS 67042
(316) 321-9600

June 26th, 2024

James Keller

Wichita Dirt Works

Mr. Keller:

Butler Rural Electric Cooperative has the capacity to service 4 lots at 19928 SW Butler Rd., Rose Hill, Ks.

Cost per lot will be determined per BRECA policy and procedures at the time of lot built out.

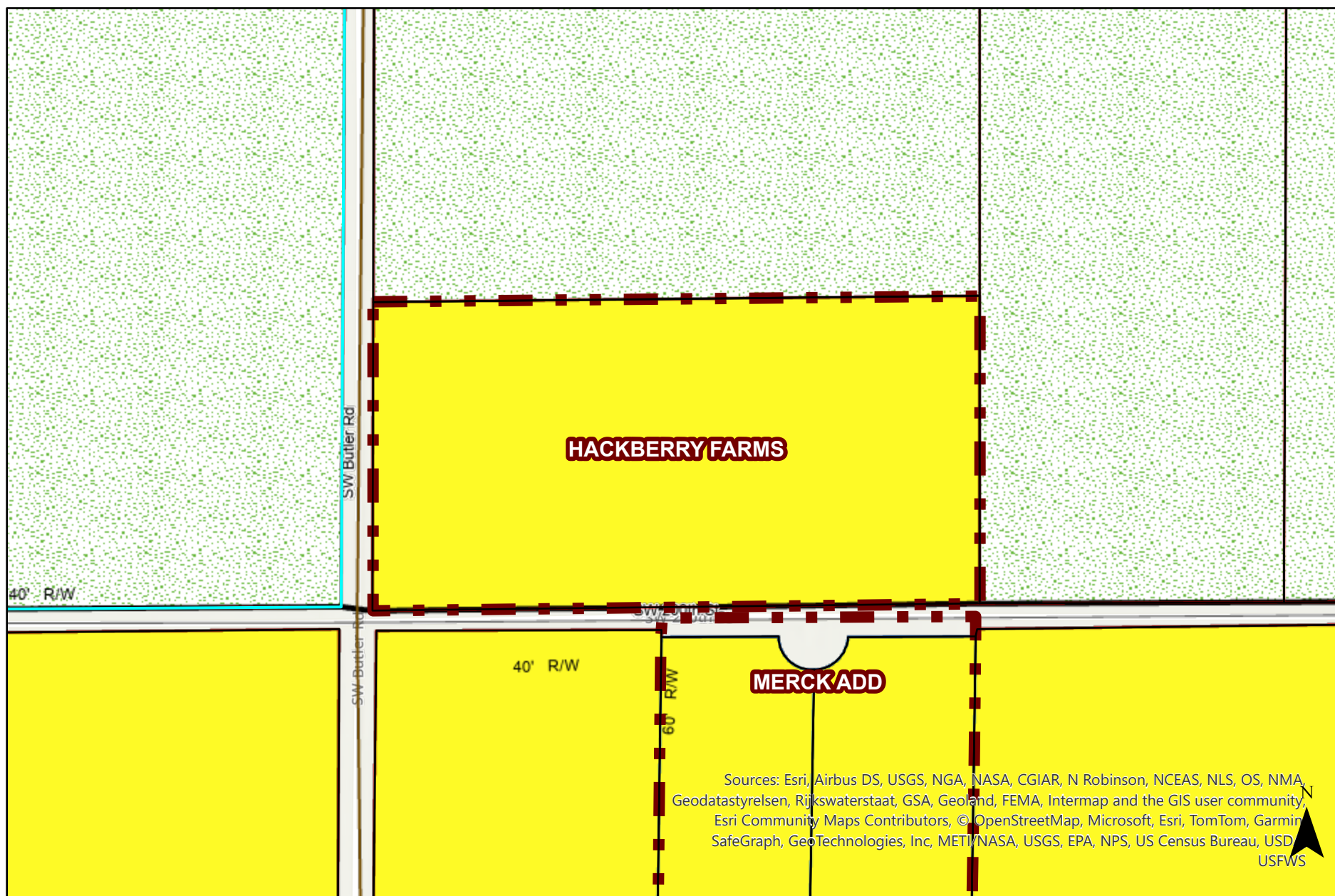
If you have any questions, please feel free to contact me.

Sincerely,

Douglas Veatch

Operations Manager

19928 SW Butler Rd., Rose Hill, KS 67133 - Zoning RR Rural



Parcels_Data_BldgLL_Condos
Subdivisions

Parcel_Lines

SYMBOL

- - - Contiguous Lot and Parcel Lines
- - - Contiguous Parcel Lines

Lot and Parcel Lines
Lot Lines
Parcel Lines
<all other values>

RoadCenterline

ROAD_TYPE

CITY
COUNTY ASPHALT

This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

National Flood Hazard Layer FIRMMette



97°8'24"W 37°32'19"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

97°7'47"W 37°31'51"N

Basemap Imagery Source: USGS National Map 2023

Legend

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

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		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 Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



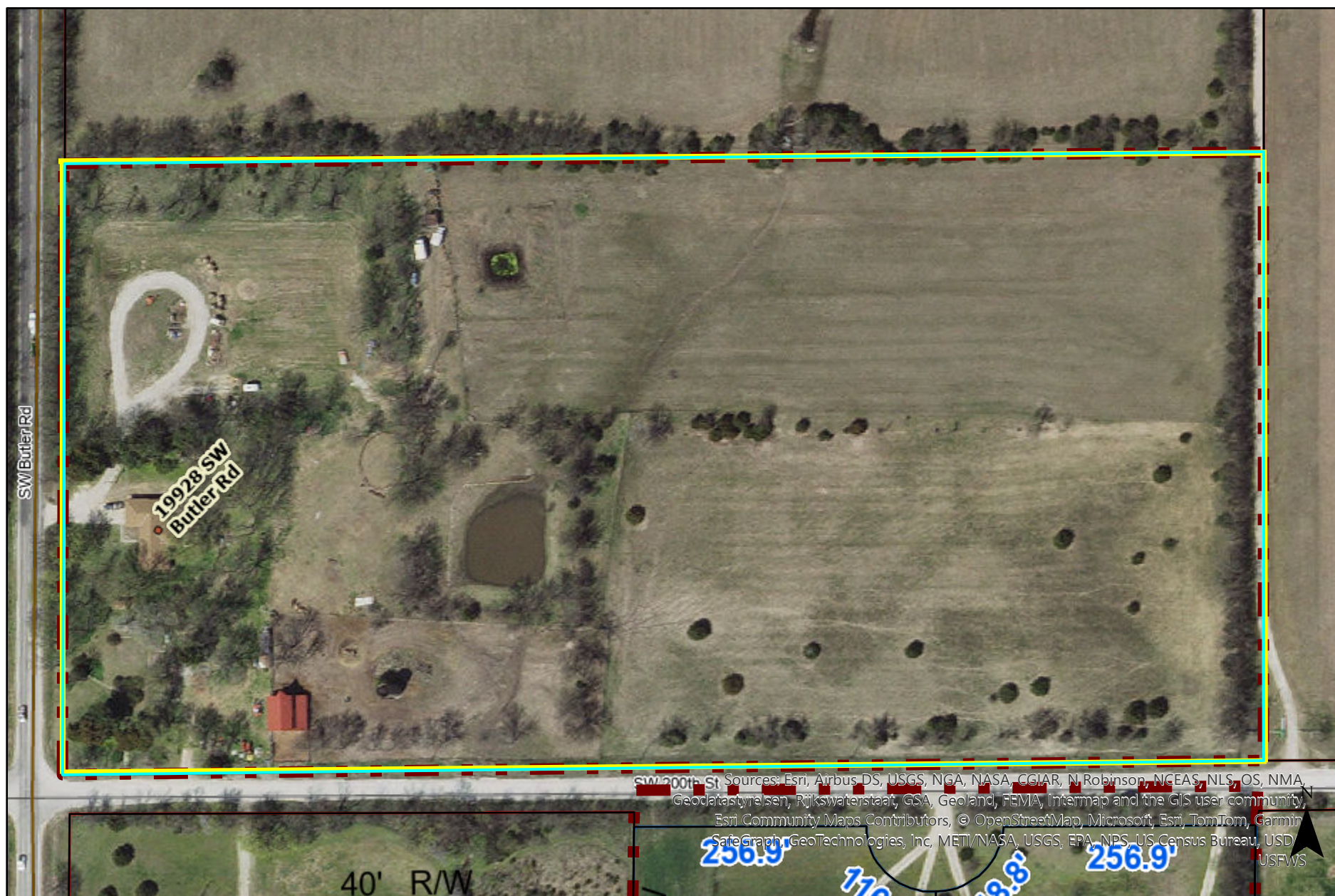
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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 7/1/2024 at 4:47 PM 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.

19928 SW Butler Rd., Rose Hill, KS 67133 - Aerial



- Parcel Data
- BLDG LL
- Subdivisions
- Cemetery_Plots
- AddressPoints

- RoadCenterline
ROAD_TYPE
- CITY
 - COUNTY ASPHALT

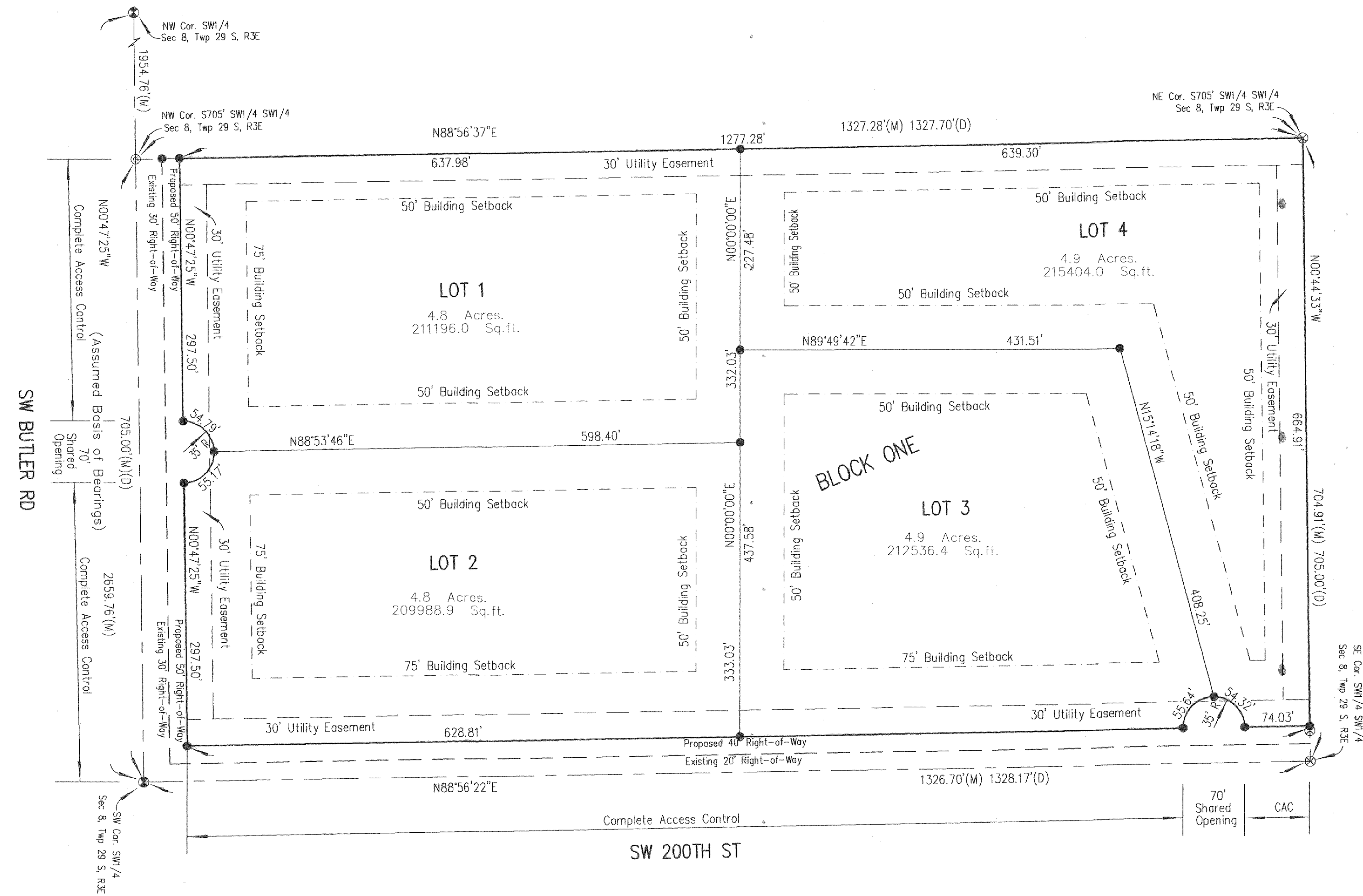
- COUNTY GRAVEL
- KANSAS TURNPIKE
- PAPER
- PRIVATE
- STATE HWY

- TOWNSHIP
- US HWY
- <all other values>

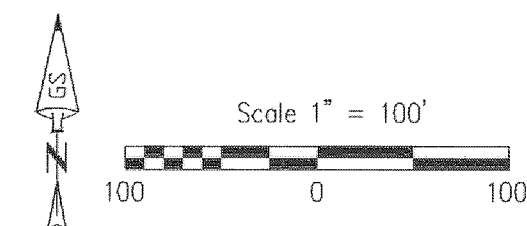
- Parcel_Lines
SYMBOL
- Contiguous Lot and Parcel Lines
 - Contiguous Parcel Lines

This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

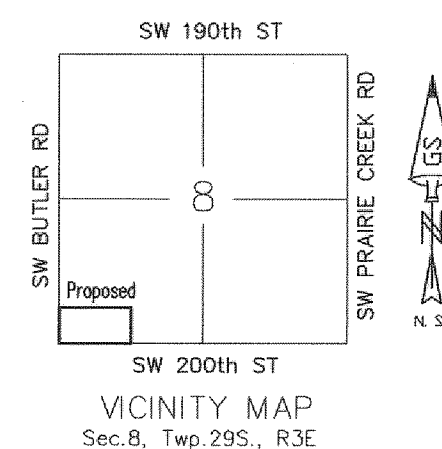
Final Plat
HACKBERRY FARMS
an Addition to Butler County, Kansas
A Portion of SW1/4, SW1/4, Sec.8, Twp.29S, R3E of 6th P.M.



- Legend
- Set 5/8"x24" Rebar & CLS 251 Cap
 - Found 5/8" Rebar
 - ⊗ Found 1/2" Rebar
 - ⊙ Set PK W/CLS 251 Washer in Asphalt
 - (M) Measured (D) Deeded



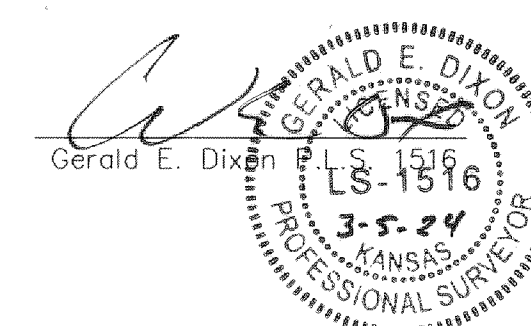
FEMA FIRM PANEL
20015C0610E
Zone X
eff. 6/02/2009



LAND SURVEYOR'S CERTIFICATE
STATE OF KANSAS)
COUNTY OF BUTLER)SS:

We Goedecke Surveying, LLC Surveyors in aforesaid County and State do hereby certify the we have surveyed and that the accompanying plat was prepared and that all of the monuments shown hereon actually exist and their positions are correctly shown to the best of my knowledge and belief: Beginning at the Southwest corner of the Southwest Quarter (SW/4) of Section 8, Township 29 South, Range 3 East of the 6th P.M., in Butler County, Kansas; thence North on the West line of said Southwest Quarter a distance of 705.00 feet; thence East parallel to the South line of said Southwest Quarter a distance of 1328.17 feet to the East line of the West Half of said Southwest Quarter; thence South 705.00 feet to the Southeast Corner of said West Half of Southwest Quarter; thence West 1327.70 feet to the point of beginning less roads right of way.

Day 5th of March, 2024



OWNER'S CERTIFICATE
STATE OF KANSAS)
COUNTY OF BUTLER)SS

This is to certify that the undersigned owners of the land described in the Certificate of Survey, have caused the same to be surveyed and subdivided, the accompanying plat into Lots, and Block, under the name of "HACKBERRY FARMS", an Addition to Butler County, Kansas, that all, easements as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining, and repairing public improvements and further that the land contained herein is held and shall be conveyed subject to any restrictions, reservations, and covenants on file or thereafter filed in the Office of the Register of Deeds of Butler County, Kansas.

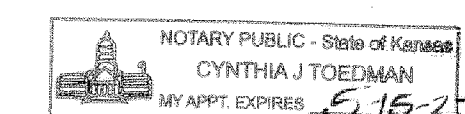
Date: 04/10/2024

James M. Keller
James M. Keller, Member
19928 SW Butler Rd, LLC

NOTARY CERTIFICATE
STATE OF KANSAS)
COUNTY OF BUTLER)SS:

This instrument was acknowledged before me on day 10th of April, 2024, by James M. Keller, Member 19928 SW Butler Rd, LLC

Cynthia J. Toedman, Notary Public
My appointment expires: 5/15/27



PLANNING AGENCY CERTIFICATE

STATE OF KANSAS)
COUNTY OF BUTLER)SS:

This plat has been submitted to and accepted by the Butler County, Kansas Planning Commission on this 5th day of March, 2024

Attest:

Jeff Varnar Chairman
Lucas Herb-Mullin Secretary

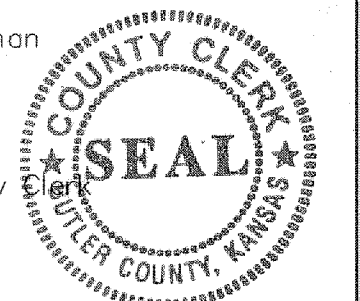
COUNTY COMMISSIONERS

STATE OF KANSAS)
COUNTY OF BUTLER)SS:

This plat and all dedications shown hereon, if any, accepted by the Board of County Commissioners, Butler County, Kansas, this 7th day of May, 2024.

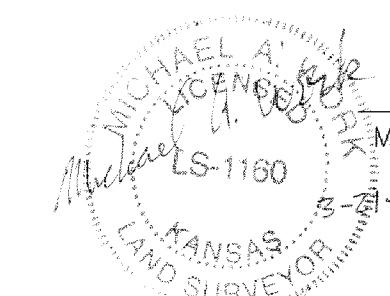
Attest:

Don Woychick Chairman
Daniel S. Woychick
Tatum Stafford County Clerk



CERTIFICATION

Reviewed in accordance with K.S.A. 58-2005 on this day 21st of MARCH, 2024.

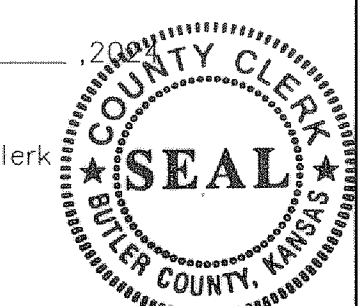


Michael A. Work R.L.S. 1160
Michael A. Work, Butler County Surveyor

TRANSFER RECORD

Entered on transfer record this 17th day of May, 2024

Tatum Stafford County Clerk



REGISTER OF DEEDS CERTIFICATE

STATE OF KANSAS)
COUNTY OF BUTLER)SS:

This is to certify that this instrument was filed for record in the Register of Deeds office at 3:48pm on the 10th day of May, 2024 and is duly recorded in Book Q at Page 218.

Jacquie Roberts, Register of Deeds



TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the “Bidder”) agrees to be bound by these Terms and Conditions and any auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the “Real Estate”) is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC (“McCurdy”) at Bidder’s request.
4. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, “as is where is” condition and is accepted by Bidder without any expressed or implied warranties or representations from the owner of the Real Estate (the “Seller”) or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate’s suitability for any or all activities or uses; the Real Estate’s compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate’s compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder’s own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder’s responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder’s own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
5. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
6. It is the sole responsibility of Bidder to monitor McCurdy’s website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy’s website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.

7. Once submitted, a bid cannot be retracted.
8. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
9. The Real Estate is not offered contingent upon financing.
10. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
12. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and



all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any “invitee” relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.

18. McCurdy has the right to establish all bidding increments.
19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
24. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
25. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.
26. Bidder uses the online bidding platform at Bidder’s sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform’s uninterrupted function or availability and makes no representations or warranties as to the online bidding platform’s compatibility or functionality with Bidder’s hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder’s use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
27. The ability to “pre-bid” or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder’s convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.

28. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction.
29. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
30. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
31. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

GUIDE TO AUCTION 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
- Real Estate Commission *(If Applicable)*
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- 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
- 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
- 10% Buyer's Premium *(If Applicable)*
- Document Preparation *(If Applicable)*
- Notary Fees *(If Applicable)*
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee *(If Applicable)*
- All New Loan Charges *(If Obtaining Financing)*
- Lender's Title Policy Premiums *(If Obtaining Financing)*
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. *(If Applicable)*

