

PROPERTY INFORMATION



**1.18± Acres Industrial Land
Hutchinson, KS**

ONLINE ONLY | ABSOLUTE AUCTION
Ends Tuesday, April 9, 2024 at 2 PM



Kevin Howell, Auctioneer
316-292-3971 | khowell@weigand.com



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DEMOGRAPHICS

Reno County, KS

Summary

Parcel ID	1330701024015000
Quick Ref ID	R22540
Property Address	E 13TH AVE HUTCHINSON, KS 67501
Brief Tax Description	TOLLEFSON, S07, T23, R05W, BLOCK A, Lot 1, ACRES 1.1 (Note: Not to be used on legal documents)
Taxing Unit Group	005
Lot Size (SF)	51400
Acreage	0
Property Class	Commercial & Industrial
Zoning	I1
Lot Block Subdivision	1- - Block A - TOLLEFSON
S-T-R	07-23-05W
Deed Book & Page	
Neighborhood	509



Owner

Primary Owner
Amt Management LLC
1517 Foxfire Dr
Lawrence, KS 66047

Market Land Info

Method	Type	AC/SF	Class
Sqft	Primary Site - 1	51,400	

Other Buildings

Occupancy	MSCIs	Rank	Qty	Year Built	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Class	Value
Site Improvements	B	2.00	1	2008	10	0	8	0 X 0	1	3	3	C	3,640

Other Building Components

Code	Units	Pct	Size	Rank	Year
6604001-Chain Link Fence, Galvanized	360	0	0		0

Valuation

2023 Appraised Value			
Class	Land	Building	Total
C	\$20,560	\$3,580	\$24,140
Total	\$20,560	\$3,580	\$24,140

2022 Appraised Value			
Class	Land	Building	Total
C	\$20,560	\$3,260	\$23,820
Total	\$20,560	\$3,260	\$23,820

Photos



No data available for the following modules: Ag Acreage, Residential Information, Mobile Home Information, Commercial Information, Building Permits, Sketches.

Reno County, KS

Summary

Tax ID AMTM00000
Tax Year 2023
Name AMT MANAGEMENT LL
Property Address 00000 E 13TH
Sec-Twp-Rng 7--23-05
Description
Parcel ID/Cama 1330701024015000
Parcel Classes RL
Tax Unit 5

Tax History

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Delq
2023	\$0	0.000	\$0.00	\$0.00	\$981.10	\$981.10	N
2022	\$0	0.000	\$0.00	\$0.00	\$989.84	\$989.84	N
2021	\$0	0.000	\$0.00	\$0.00	\$948.02	\$948.02	N
2020	\$0	0.000	\$0.00	\$0.00	\$564.00	\$564.00	N
2020	\$0	0.000	\$0.00	\$0.00	\$0.00	\$0.00	N
2019	\$0	0.000	\$0.00	\$0.00	\$567.54	\$567.54	N
2019	\$0	0.000	\$0.00	\$0.00	\$0.00	\$0.00	N
2018	\$0	0.000	\$0.00	\$0.00	\$569.08	\$569.08	N
2018	\$0	0.000	\$0.00	\$0.00	\$0.00	\$0.00	N
2017	\$0	0.000	\$0.00	\$0.00	\$568.32	\$568.32	N
2017	\$0	0.000	\$0.00	\$0.00	\$0.00	\$0.00	N
2016	\$0	0.000	\$0.00	\$0.00	\$568.78	\$568.78	N
2016	\$0	0.000	\$0.00	\$0.00	\$0.00	\$0.00	N
2015	\$0	0.000	\$0.00	\$0.00	\$566.32	\$566.32	N
2015	\$0	0.000	\$0.00	\$0.00	\$0.00	\$0.00	N
2014	\$0	0.000	\$0.00	\$0.00	\$513.94	\$513.94	N
2014	\$0	0.000	\$0.00	\$0.00	\$0.00	\$0.00	N
2013	\$0	0.000	\$0.00	\$0.00	\$508.00	\$508.00	N
2013	\$0	0.000	\$0.00	\$8,970.00	\$747.50	\$747.50	N
2012	\$0	0.000	\$0.00	\$0.00	\$593.14	\$593.14	N
2012	\$0	0.000	\$0.00	\$9,717.50	\$747.50	\$747.50	N
2011	\$0	0.000	\$0.00	\$0.00	\$270.26	\$270.26	N
2011	\$0	0.000	\$0.00	\$10,465.00	\$747.50	\$747.50	N
2010	\$0	0.000	\$0.00	\$0.00	\$268.12	\$268.12	N
2010	\$0	0.000	\$0.00	\$10,656.25	\$687.50	\$687.50	N
2009	\$0	0.000	\$0.00	\$343.75	\$687.50	\$687.50	N
2009	\$0	0.000	\$0.00	\$0.00	\$266.58	\$266.58	N
2008	\$0	0.000	\$0.00	\$343.75	\$687.50	\$687.50	N
2008	\$0	0.000	\$0.00	\$0.00	\$254.98	\$254.98	N
2007	\$0	0.000	\$0.00	\$343.75	\$687.50	\$687.50	N
2007	\$0	0.000	\$0.00	\$0.00	\$243.76	\$243.76	N
2006	\$0	0.000	\$0.00	\$0.00	\$296.66	\$296.66	N
2006	\$0	0.000	\$0.00	\$343.75	\$687.50	\$687.50	N
2005	\$0	0.000	\$0.00	\$343.75	\$687.50	\$687.50	N
2005	\$0	0.000	\$0.00	\$0.00	\$251.58	\$251.58	N
2004	\$0	0.000	\$0.00	\$0.00	\$480.72	\$480.72	N
2004	\$0	0.000	\$0.00	\$343.75	\$687.50	\$687.50	N

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Last Data Upload: 2/19/2024, 10:46:12 PM

Contact Us

Developed by
 Schneider
GEOSPATIAL

Aerial Map



Company:
Address:
Address:
Phone:

Date Ordered:
Invoice Number:
Customer/Sub-
Contractor:
Address:
Address:
Phone:

Owner/Operator:
Address:
Address:
Phone:
Field ID:
Crop:

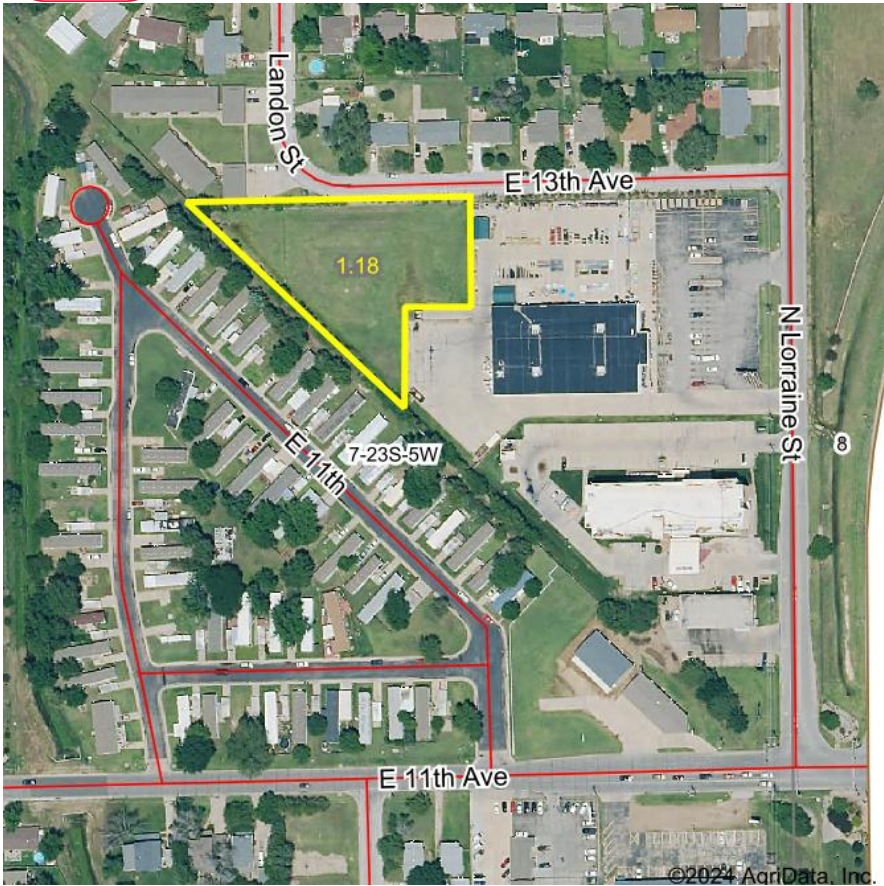
Mapped Acres: 1.18

Actual Acres:

Airport:

Heading/Distance:

Field Notes:



Reno, KS

Boundary Center:
38° 3' 59.72, -97° 54' 21.5



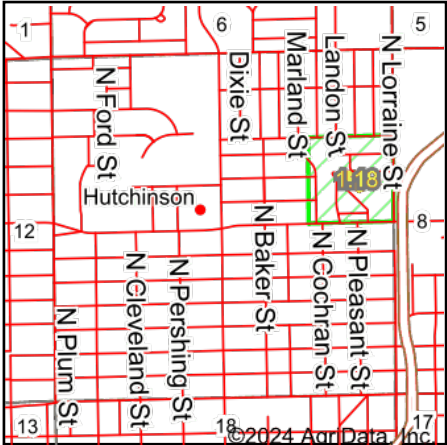
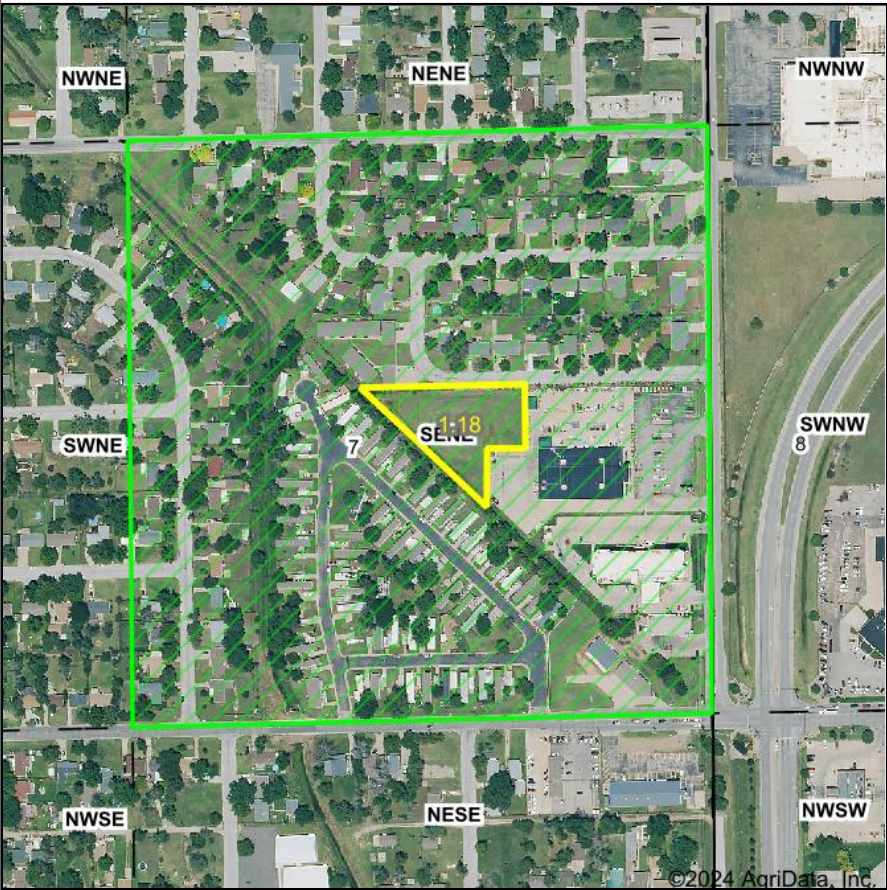
Maps Provided By:

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Pest	Product (Supplier)	EPA Reg. #	A.I.	Rate	Unit	Carrier	Total	Unit
------	--------------------	------------	------	------	------	---------	-------	------

Logs:	Date of Application:	Start Time:	End Time:	Acres Applied:
Applicator:	Temperature:	☐ Clear ☐ Partly Cloudy ☐ Cloudy		
Applicator's ID:	Wind Speed:	Wind Direction:	Desired Wind:	
Logs:	Date of Application:	Start Time:	End Time:	Acres Applied:
Applicator:	Temperature:	☐ Clear ☐ Partly Cloudy ☐ Cloudy		
Applicator's ID:	Wind Speed:	Wind Direction:	Desired Wind:	

PLSS Legal Description



Acres: 1.18
Date: 2/27/2024
Township: Hutchinson
County: Reno
State: Kansas



Maps Provided By:

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Map Center: 38° 3' 57.9, -97° 54' 19.67
0ft 372ft 744ft

PLSS Source: Various State Sources
PLSS Note: No Government Lots. Quarters created by equally splitting the sections

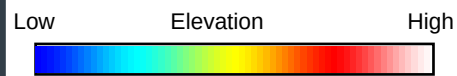
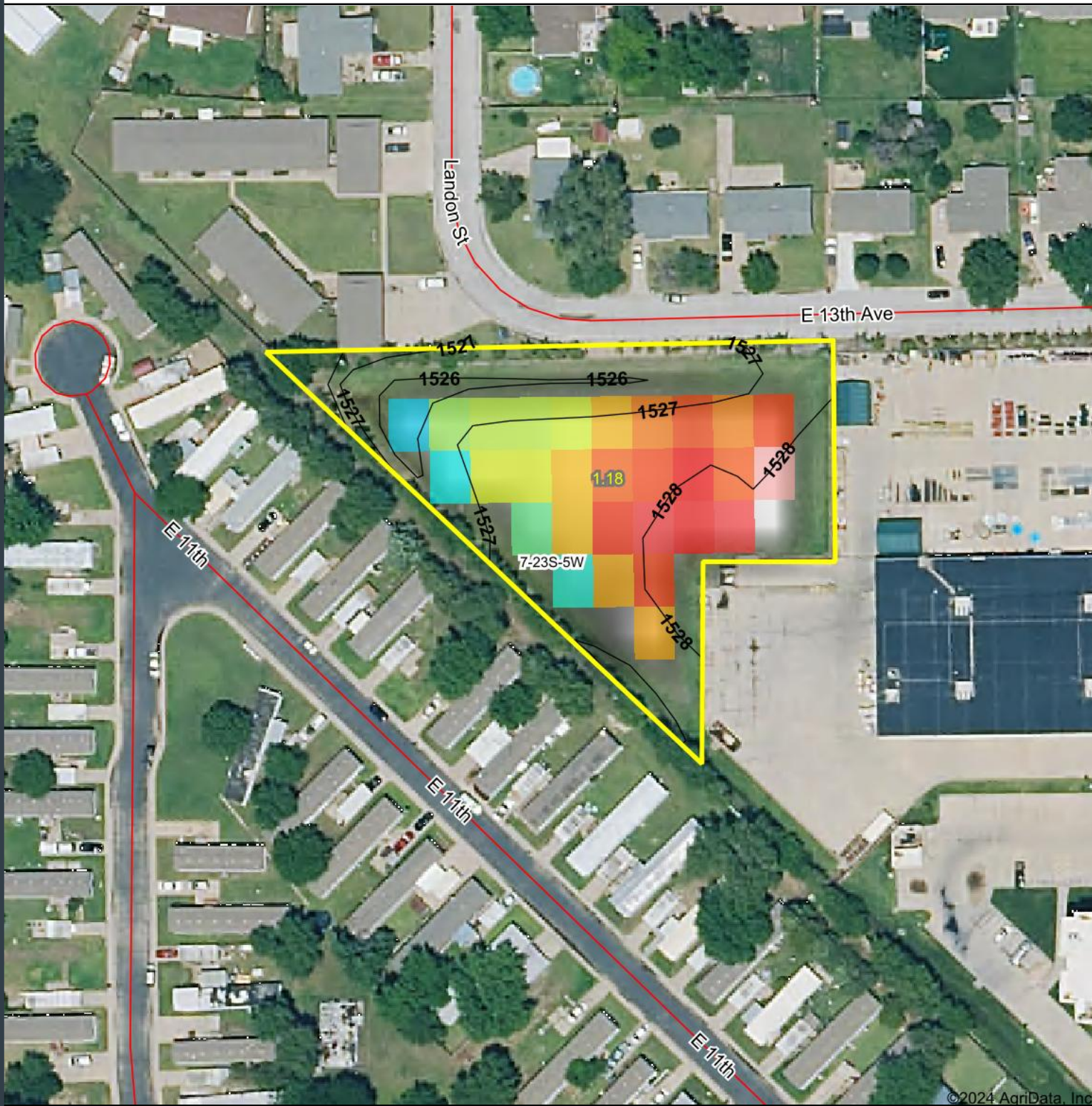
Short Legal:

PT SENE 7-23S-5W

Long Legal:

PART OF THE SE1/4 NE1/4 OF SECTION 7, TOWNSHIP 23 SOUTH, 5 WEST, RENO COUNTY, KANSAS

Topography Hillshade



Maps Provided By:



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Source: USGS 10 meter dem

Interval(ft): 1

Min: 1,526.3

Max: 1,528.7

Range: 2.4

Average: 1,527.7

Standard Deviation: 0.49 ft

0ft 103ft 205ft

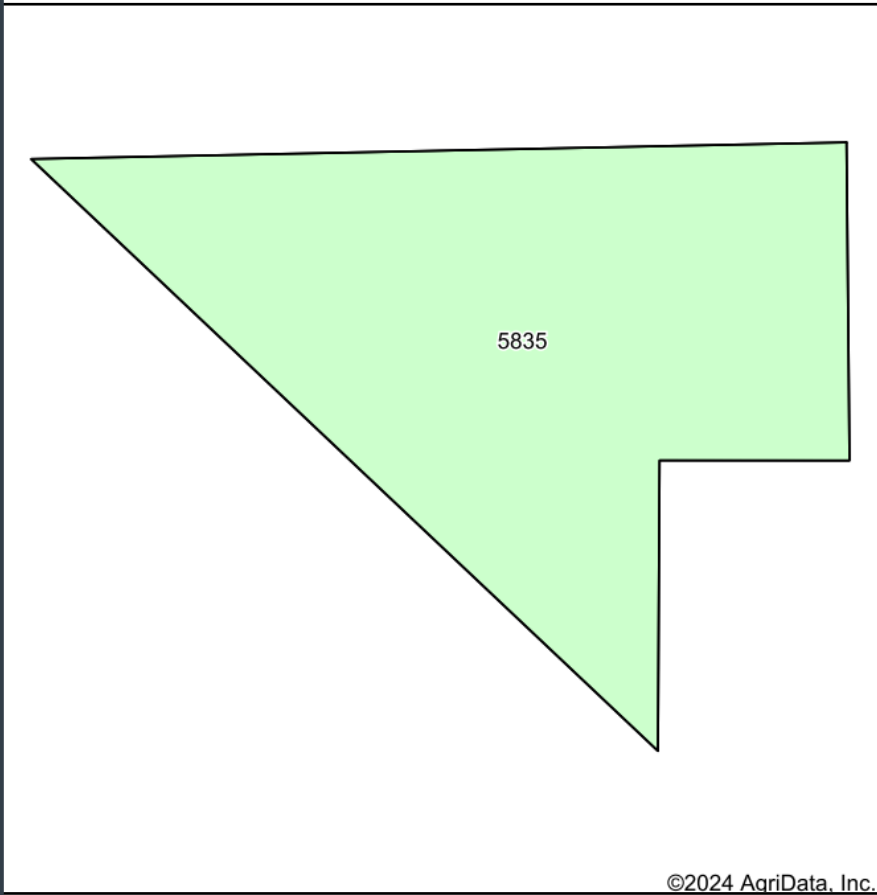


2/27/2024

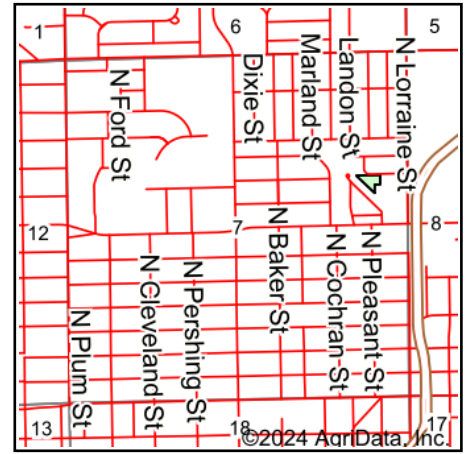
7-23S-5W
Reno County
Kansas

Boundary Center: 38° 3' 59.72, -97° 54' 21.5

Soils Map



Soils data provided by USDA and NRCS.



State: **Kansas**
 County: **Reno**
 Location: **7-23S-5W**
 Township: **Hutchinson**
 Acres: **1.18**
 Date: **2/27/2024**



Maps Provided By:



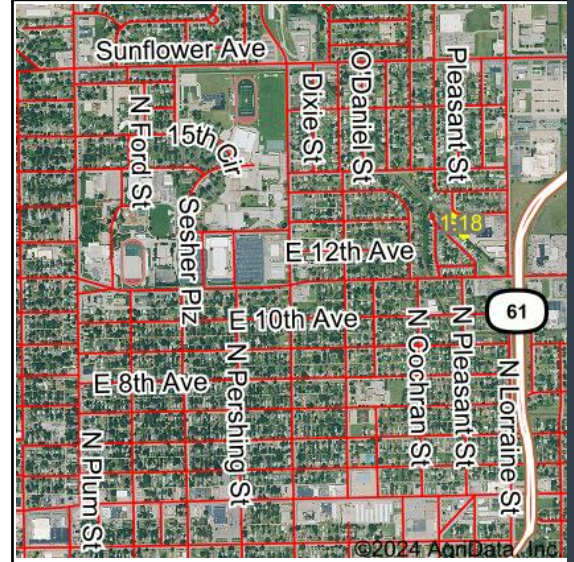
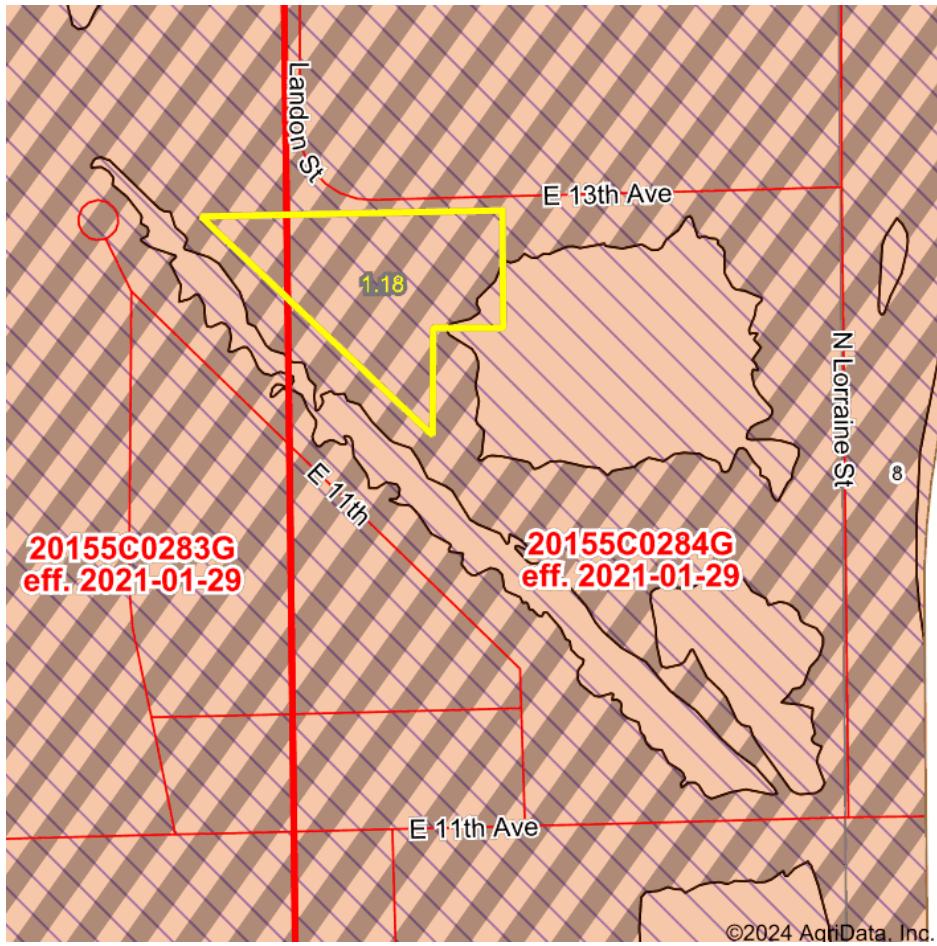
Area Symbol: KS155, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Range Production (lbs/acre/yr)	*n NCCPI Soybeans
5835	Urban Land-Darlow-Elmer complex, 0 to 1 percent slopes	1.18	100.0%	1266	37
Weighted Average				1266	*n 37

n: The aggregation method is "Weighted Average using all components"

Soils data provided by USDA and NRCS.

FEMA Report



Map Center: 38° 3' 57.9, -97° 54' 19.67

State: KS Acres: 1.18
County: Reno Date: 2/27/2024
Location: 7-23S-5W
Township: Hutchinson



Maps Provided By:

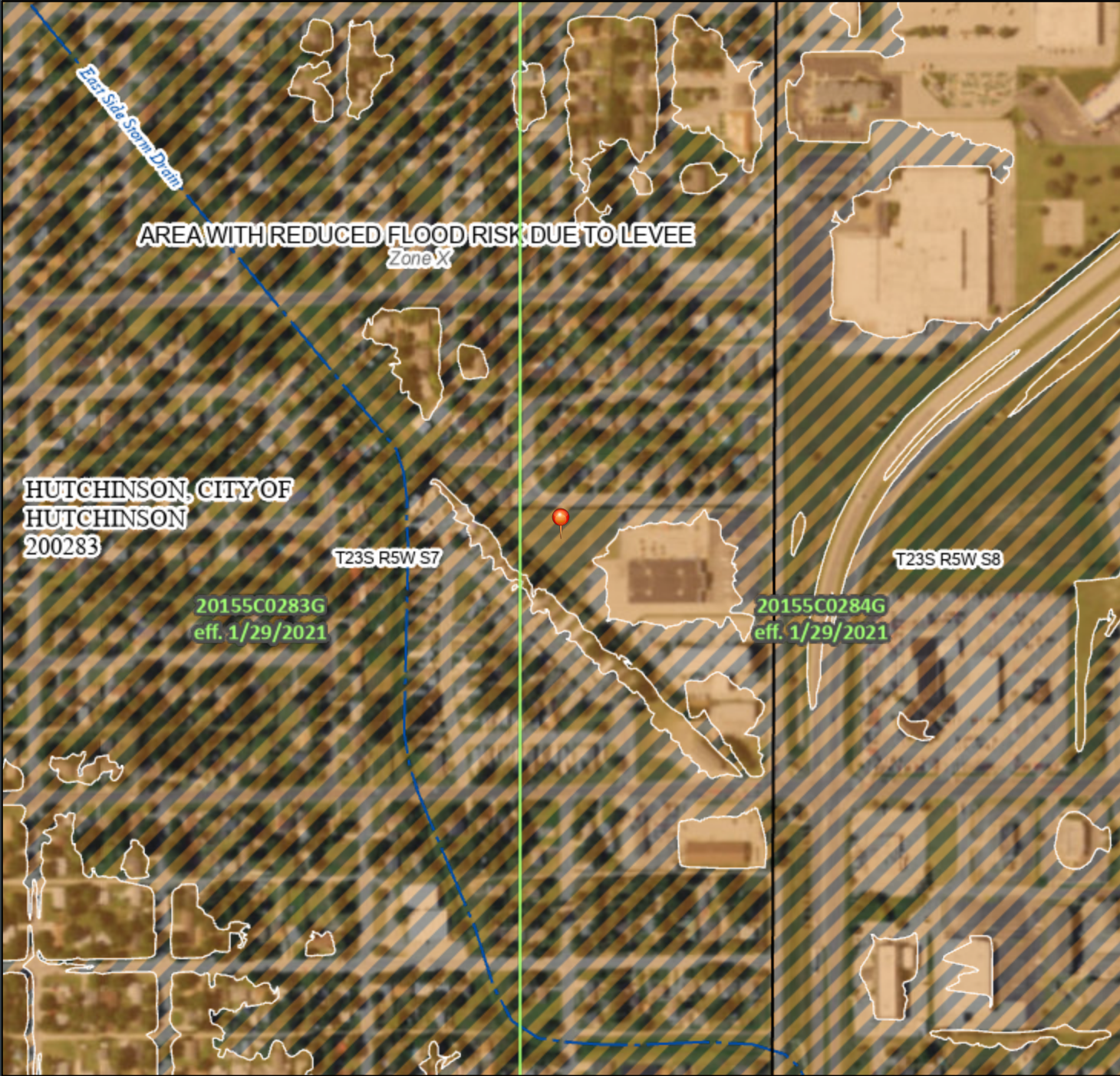


Name		Number	County	NFIP Participation	Acres	Percent
HUTCHINSON, CITY OF		200283	Reno	Regular	1.18	100%
Total					1.18	100%
Map Change		Date	Case No.		Acres	Percent
No					0	0%
Zone	SubType			Description	Acres	Percent
X	AREA WITH REDUCED FLOOD RISK DUE TO LEVEE			500-year floodplain	1.18	100%
Total					1.18	100%
Panel		Effective Date			Acres	Percent
20155C0284G		1/29/2021			1.06	89.8%
20155C0283G		1/29/2021			0.12	10.2%
Total					1.18	100%

National Flood Hazard Layer FIRMette



97°54'40"W 38°4'14"N



97°54'2"W 38°3'46"N

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

0.2% Annual Chance Flood Hazard, Area 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

NO SCREEN

Area of Minimal Flood Hazard Zone X

Effective LOMRs

Area of Undetermined Flood Hazard Zone

GENERAL STRUCTURES

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

OTHER AREAS

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

Hydrographic Feature

OTHER FEATURES

Digital Data Available

No Digital Data Available

Unmapped

MAP PANELS

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

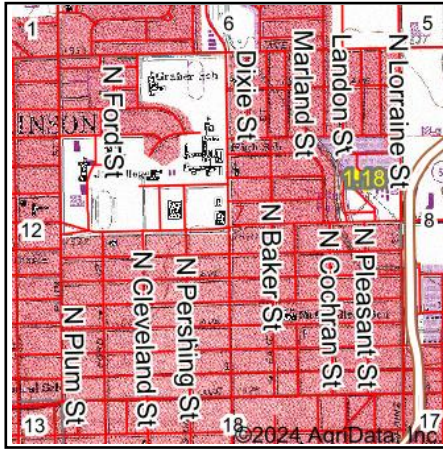
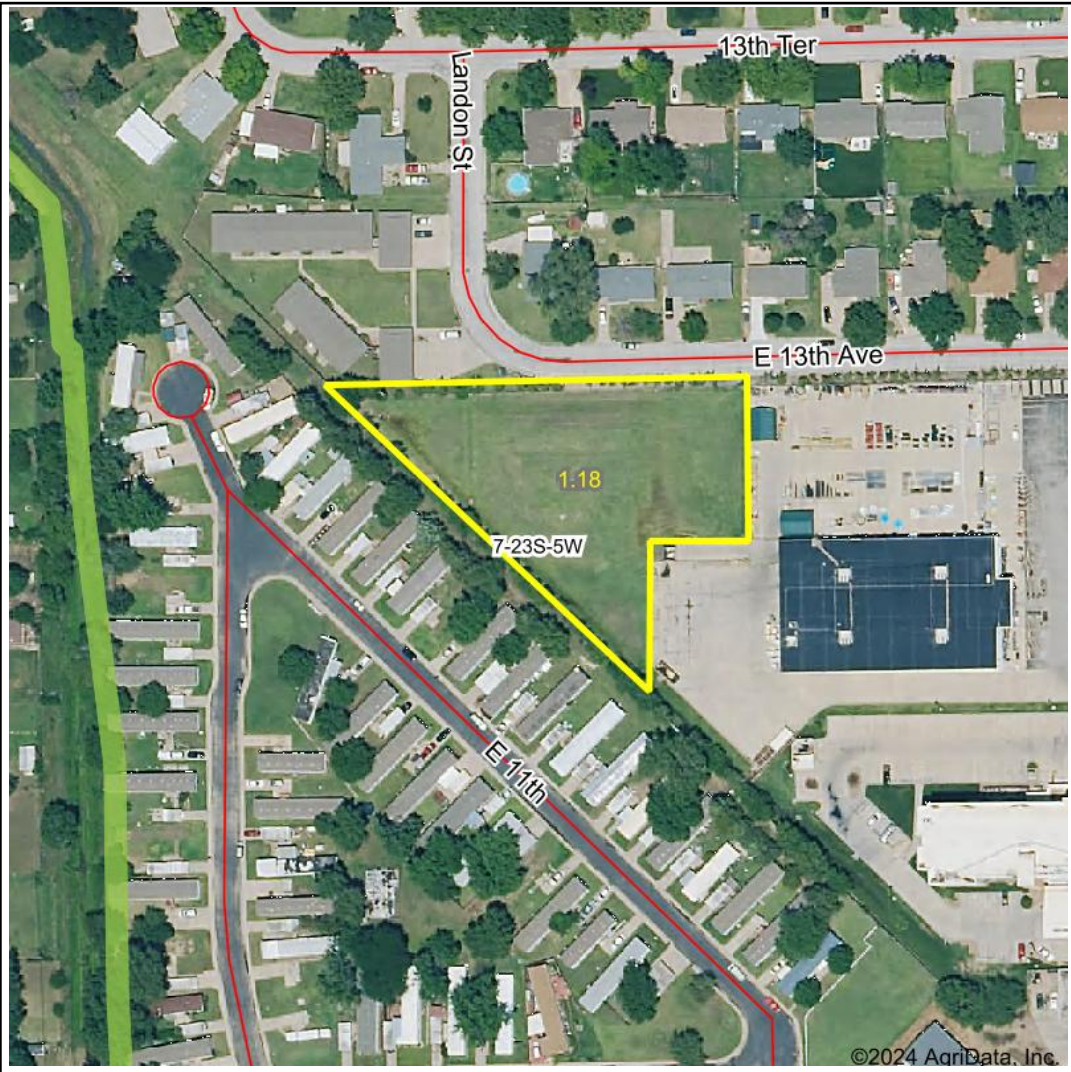
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **2/27/2024 at 10:42 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded 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.

FEMA REPORT

Scroll to Top 10

Wetlands Map

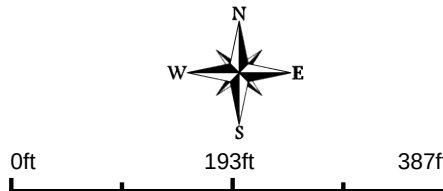


State: **Kansas**
Location: **7-23S-5W**
County: **Reno**
Township: **Hutchinson**
Date: **2/27/2024**



Maps Provided By:

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Classification Code	Type	Acres
	Total Acres	0.00

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

Commitment Cover Page

Order Number: **3061557**

Delivery Date: **02/26/2024**

Property Address: **00000 E 13th Ave, Hutchinson, KS 67501**

For Closing Assistance

Deborah Beck
727 N Waco Ave
Ste 300
Wichita, KS 67203
Office: (316) 267-8371
dbeck@security1st.com

Karina Wyatt
727 N Waco Ave
Ste 300
Wichita, KS 67203
Office: (316) 267-8371
kw Wyatt@security1st.com

For Title Assistance

Jamie Pegram
1001 N. Main Street
Hutchinson, KS 67501
Office: (620) 669-8289
jpeggram@security1st.com

Buyer/Borrower

A Legal Entity; To Be Determined
Delivered via: Delivered by Realtor

Agent for Seller

J.P. Weigand & Sons, Inc. - Hutchinson
Attention: Theodore "Ted" Reimer
1716 E 30th Ave
Hutchinson, KS 67502
(620) 899-7158 (Cell)
(620) 663-4458 (Work)
(620) 663-8521 (Work Fax)
treimer@weigand.com
Delivered via: Electronic Mail

Seller/Owner

AMT Management L.L.C., a Kansas limited liability
company
Attention: Allen G. Tollefson and M. Madeline Tollefson,
Managers
Delivered via: Delivered by Realtor

Ordering Customer

J.P. Weigand & Sons, Inc. - Market St.
Attention: Brittney Brouillard
150 N. Market
Wichita, KS 67202
(316) 292-3970 (Cell)
bbrouillard@weigand.com
Delivered via: Electronic Mail

Agent for Seller

J.P. Weigand & Sons, Inc. - Market St.
Attention: Kevin N Howell
150 N. Market
Wichita, KS 67202
(316) 262-6400 (Work)
khowell@weigand.com
Delivered via: Electronic Mail

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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Title Fees

Date: **02/26/2024**
Order Number: **3061557**
Property Address: **00000 E 13th Ave, Hutchinson, KS 67501**
Buyer(s): **A Legal Entity; To Be Determined**
Seller(s): **AMT Management L.L.C., a Kansas limited liability company**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	
	Total \$0.00
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Vesting Documents:

[Reno county recorded 03/30/2004 at book 567 page 234](#)

Plat Map(s):

[Reno county recorded 08/23/2004 at book 8 page 152B](#)

Tax Information:

[1-38114](#)

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

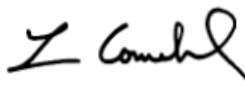
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title
Jamie Pegram
(620) 669-8289 (Work)
(620) 669-8280 (Work Fax)
jpeggram@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity; To Be Determined
Issuing Office:	1001 N. Main Street Hutchinson, KS 67501	Title Contact:	Jamie Pegram (620) 669-8289 (Work) (620) 669-8280 (Work Fax) jpeggram@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	KS-C3061557-DB		
Property Address:	00000 E 13th Ave Hutchinson, KS 67501		

SCHEDULE A

1. Commitment Date:

02/15/2024 at 07:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity; To Be Determined

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

AMT Management L.L.C., a Kansas limited liability company

5. The Land is described as follows:

Lot 1, Block A, Tollefson Addition, a subdivision in the Northeast Quarter of Section 7, Township 23 South, Range 5 West of the 6th P.M., in Hutchinson, Reno County, Kansas.

Security 1st Title, LLC

By:

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any 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, and recorded in the Public Records.
5. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
6. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
7. **AMT Management L.L.C. is a Kansas limited liability company. We have copies of the below items. We must be furnished with any amendments thereto and reserve the right to make any additional requirements we deem necessary.**

1. Articles of Organization dated August 01, 2000
2. Operating Agreement dated August 01, 2000

Any instrument to be executed by AMT Management L.L.C., must:

1. Be executed in the limited liability company's name, and
2. Be signed by Allen G. Tollefson and M. Madeline Tollefson, Managers; either, acting individually.
3. In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.

8. **File a Warranty Deed from AMT Management L.L.C., a Kansas limited liability company, to A Legal Entity; To Be Determined.**

The application for title insurance does not give the name of the prospective purchaser. We reserve the right to make any additional requirements we deem necessary when such name is ascertained.

9. **Provide this company with a properly completed and executed Owner's Affidavit.**

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10. Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in RENO County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper indemnity signed by the affiant owner(s). If we are to issue a loan policy on a non-purchase money mortgage, we must also be provided with a proper indemnity from the purchaser(s). Absence of which will result in the following exceptions to appear on any policy to be issued:

Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of RENO County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of RENO County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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.
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 at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2023 in the amount of \$981.10, PAID.**

Property ID # 1-38114

A copy of the above may be accessed by internal link Image [6690924](#).

8. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the RENO County Register of Deeds.
9. Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of said land filed August 23, 2004 as Plat Book 8, Page [152B](#).
10. Easement granted to Midas Realty Corporation as set forth in Corporation Warranty Deed filed May 18, 1984 as Book 467, Page [37](#), for sanitary sewer.
11. Unrecorded vacation of railroad right of way line as shown on the Plat of Tollefson Addition, filed August 23, 2004 as Plat Book 8, Page [152B](#).
12. "In the Matter of the Proposed Extension of the Boundaries of Equus Beds Groundwater Management District No. 2", recorded January 4, 1989 in Book 219 at Page [147](#) of the Reno County Record.
13. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
14. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.
 3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions.
 4. **COMPANY’S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to

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this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

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TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

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How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

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PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1ST Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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Full Profile

2010-2020 Census, 2023 Estimates with 2028 Projections
Calculated using Weighted Block Centroid from Block Groups

J.P. Weigand & Sons, Inc. Auction
Lat/Lon: 38.0667/-97.9059



AUCTION

00000 E. 13th Ave.

Hutchinson, KS 67501

1 mi radius 3 mi radius 5 mi radius

Population

2023 Estimated Population	8,276	39,960	47,506
2028 Projected Population	8,437	40,225	48,098
2020 Census Population	8,118	39,121	46,556
2010 Census Population	8,701	41,231	48,701
Projected Annual Growth 2023 to 2028	0.4%	0.1%	0.2%
Historical Annual Growth 2010 to 2023	-0.4%	-0.2%	-0.2%

Households

2023 Estimated Households	3,387	16,165	19,255
2028 Projected Households	3,388	15,978	19,158
2020 Census Households	3,369	16,207	19,278
2010 Census Households	3,541	16,685	19,713
Projected Annual Growth 2023 to 2028	-	-0.2%	-0.1%
Historical Annual Growth 2010 to 2023	-0.3%	-0.2%	-0.2%

Age

2023 Est. Population Under 10 Years	11.5%	10.7%	10.5%
2023 Est. Population 10 to 19 Years	14.8%	12.5%	12.4%
2023 Est. Population 20 to 29 Years	17.7%	14.7%	13.8%
2023 Est. Population 30 to 44 Years	17.9%	19.2%	18.8%
2023 Est. Population 45 to 59 Years	15.6%	17.0%	17.5%
2023 Est. Population 60 to 74 Years	15.3%	17.7%	18.4%
2023 Est. Population 75 Years or Over	7.2%	8.2%	8.7%
2023 Est. Median Age	35.0	39.0	40.4

Marital Status & Gender

2023 Est. Male Population	49.3%	50.5%	50.6%
2023 Est. Female Population	50.7%	49.5%	49.4%
2023 Est. Never Married	36.7%	31.6%	30.5%
2023 Est. Now Married	35.6%	40.9%	42.7%
2023 Est. Separated or Divorced	21.4%	20.2%	19.2%
2023 Est. Widowed	6.3%	7.3%	7.5%

Income

2023 Est. HH Income \$200,000 or More	0.9%	4.7%	5.2%
2023 Est. HH Income \$150,000 to \$199,999	1.8%	3.4%	3.5%
2023 Est. HH Income \$100,000 to \$149,999	10.2%	12.7%	13.4%
2023 Est. HH Income \$75,000 to \$99,999	15.6%	15.3%	15.1%
2023 Est. HH Income \$50,000 to \$74,999	19.8%	18.9%	18.7%
2023 Est. HH Income \$35,000 to \$49,999	13.9%	15.0%	14.8%
2023 Est. HH Income \$25,000 to \$34,999	12.1%	10.9%	10.4%
2023 Est. HH Income \$15,000 to \$24,999	9.8%	8.9%	8.7%
2023 Est. HH Income Under \$15,000	15.9%	10.2%	10.2%
2023 Est. Average Household Income	\$66,488	\$81,075	\$82,848
2023 Est. Median Household Income	\$51,482	\$59,535	\$60,690
2023 Est. Per Capita Income	\$27,554	\$33,662	\$34,444
2023 Est. Total Businesses	266	1,354	1,496
2023 Est. Total Employees	4,700	19,366	21,407

Full Profile

2010-2020 Census, 2023 Estimates with 2028 Projections
Calculated using Weighted Block Centroid from Block Groups

J.P. Weigand & Sons, Inc. Auction
Lat/Lon: 38.0667/-97.9059



AUCTION

00000 E. 13th Ave.
Hutchinson, KS 67501

1 mi radius 3 mi radius 5 mi radius

Race

2023 Est. White	77.2%	80.7%	82.0%
2023 Est. Black	4.6%	6.8%	6.5%
2023 Est. Asian or Pacific Islander	5.5%	1.7%	1.5%
2023 Est. American Indian or Alaska Native	0.8%	0.7%	0.7%
2023 Est. Other Races	11.9%	10.1%	9.3%

Hispanic

2023 Est. Hispanic Population	1,221	5,181	5,702
2023 Est. Hispanic Population	14.8%	13.0%	12.0%
2028 Proj. Hispanic Population	14.9%	13.0%	12.0%
2020 Hispanic Population	13.9%	12.3%	11.4%

Education (Adults 25 & Older)

2023 Est. Adult Population (25 Years or Over)	5,239	27,536	33,189
2023 Est. Elementary (Grade Level 0 to 8)	1.7%	1.9%	1.8%
2023 Est. Some High School (Grade Level 9 to 11)	10.4%	6.3%	6.0%
2023 Est. High School Graduate	32.4%	29.0%	29.3%
2023 Est. Some College	32.6%	30.0%	29.8%
2023 Est. Associate Degree Only	6.6%	11.0%	11.1%
2023 Est. Bachelor Degree Only	11.0%	14.0%	14.2%
2023 Est. Graduate Degree	5.3%	7.8%	7.8%

Housing

2023 Est. Total Housing Units	3,796	18,191	21,583
2023 Est. Owner-Occupied	58.9%	59.3%	59.8%
2023 Est. Renter-Occupied	30.4%	29.6%	29.4%
2023 Est. Vacant Housing	10.8%	11.1%	10.8%

Homes Built by Year

2023 Homes Built 2010 or later	2.0%	2.6%	3.1%
2023 Homes Built 2000 to 2009	4.8%	5.1%	6.1%
2023 Homes Built 1990 to 1999	6.7%	6.4%	6.4%
2023 Homes Built 1980 to 1989	5.8%	7.3%	7.8%
2023 Homes Built 1970 to 1979	9.0%	11.2%	12.9%
2023 Homes Built 1960 to 1969	17.0%	11.1%	11.1%
2023 Homes Built 1950 to 1959	18.0%	16.4%	15.9%
2023 Homes Built Before 1949	25.9%	28.7%	25.9%

Home Values

2023 Home Value \$1,000,000 or More	-	-	-
2023 Home Value \$500,000 to \$999,999	0.9%	2.1%	2.2%
2023 Home Value \$400,000 to \$499,999	0.3%	0.7%	1.2%
2023 Home Value \$300,000 to \$399,999	0.3%	3.2%	3.5%
2023 Home Value \$200,000 to \$299,999	7.6%	11.0%	11.5%
2023 Home Value \$150,000 to \$199,999	5.2%	12.2%	13.3%
2023 Home Value \$100,000 to \$149,999	19.3%	23.0%	23.4%
2023 Home Value \$50,000 to \$99,999	47.9%	33.2%	31.6%
2023 Home Value \$25,000 to \$49,999	9.0%	8.7%	7.7%
2023 Home Value Under \$25,000	9.5%	5.9%	5.6%
2023 Median Home Value	\$90,460	\$115,103	\$121,315
2023 Median Rent	\$587	\$605	\$605

Full Profile

2010-2020 Census, 2023 Estimates with 2028 Projections
Calculated using Weighted Block Centroid from Block Groups

J.P. Weigand & Sons, Inc. Auction
Lat/Lon: 38.0667/-97.9059



00000 E. 13th Ave.
Hutchinson, KS 67501

1 mi radius 3 mi radius 5 mi radius

Labor Force

2023 Est. Labor Population Age 16 Years or Over	6,765	32,876	39,201
2023 Est. Civilian Employed	58.8%	57.8%	56.3%
2023 Est. Civilian Unemployed	3.7%	2.2%	2.0%
2023 Est. in Armed Forces	-	-	-
2023 Est. not in Labor Force	37.5%	39.9%	41.5%
2023 Labor Force Males	48.6%	50.4%	50.4%
2023 Labor Force Females	51.4%	49.6%	49.6%

Occupation

2023 Occupation: Population Age 16 Years or Over	3,974	19,017	22,088
2023 Mgmt, Business, & Financial Operations	7.9%	11.9%	12.5%
2023 Professional, Related	16.6%	19.7%	20.1%
2023 Service	23.0%	19.4%	18.5%
2023 Sales, Office	20.8%	22.4%	22.2%
2023 Farming, Fishing, Forestry	0.9%	0.8%	0.7%
2023 Construction, Extraction, Maintenance	5.5%	6.8%	6.9%
2023 Production, Transport, Material Moving	25.3%	19.0%	19.2%
2023 White Collar Workers	45.3%	54.0%	54.8%
2023 Blue Collar Workers	54.7%	46.0%	45.2%

Transportation to Work

2023 Drive to Work Alone	78.2%	83.6%	83.6%
2023 Drive to Work in Carpool	10.7%	8.0%	7.5%
2023 Travel to Work by Public Transportation	0.5%	0.4%	0.3%
2023 Drive to Work on Motorcycle	-	0.2%	0.2%
2023 Walk or Bicycle to Work	3.9%	3.0%	2.7%
2023 Other Means	3.1%	0.9%	0.8%
2023 Work at Home	3.6%	4.0%	4.8%

Travel Time

2023 Travel to Work in 14 Minutes or Less	66.4%	60.3%	58.0%
2023 Travel to Work in 15 to 29 Minutes	19.8%	26.3%	27.7%
2023 Travel to Work in 30 to 59 Minutes	11.8%	10.3%	11.0%
2023 Travel to Work in 60 Minutes or More	2.0%	3.2%	3.4%
2023 Average Travel Time to Work	11.2	12.6	13.1

Consumer Expenditure

2023 Est. Total Household Expenditure	\$178.33 M	\$973.24 M	\$1.18 B
2023 Est. Apparel	\$6.14 M	\$33.87 M	\$41.05 M
2023 Est. Contributions, Gifts	\$9.59 M	\$54.83 M	\$66.64 M
2023 Est. Education, Reading	\$5.1 M	\$29.54 M	\$36.02 M
2023 Est. Entertainment	\$9.8 M	\$54.37 M	\$65.94 M
2023 Est. Food, Beverages, Tobacco	\$27.9 M	\$150.28 M	\$181.79 M
2023 Est. Furnishings, Equipment	\$6.12 M	\$33.83 M	\$41.01 M
2023 Est. Health Care, Insurance	\$16.81 M	\$90.73 M	\$109.77 M
2023 Est. Household Operations, Shelter, Utilities	\$58.59 M	\$316.95 M	\$383.48 M
2023 Est. Miscellaneous Expenses	\$3.35 M	\$18.38 M	\$22.27 M
2023 Est. Personal Care	\$2.39 M	\$13.06 M	\$15.82 M
2023 Est. Transportation	\$32.55 M	\$177.39 M	\$214.73 M

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