

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2021, by and between **THE CITY OF ARKANSAS CITY, a municipal corporation**, herein referred to as **SELLER**, and **JANELLE SCHMITZ- RONQUILLO, an individual**, herein referred to as **BUYER**.

WITNESSETH:

WHEREAS, SELLER has agreed to sell, and BUYER has agreed to buy property pursuant to the provisions set forth below; and

WHEREAS, SELLER does hereby covenant and agree that in consideration of the payments and performance of the covenants herein recited to be made and performed by BUYER, SELLER shall convey unto the BUYER, in fee simple, subject to any covenants, declarations, restrictions, zoning laws, or easements of record, but clear of all mortgage or financial encumbrances whatsoever, by Quit Claim Deed, the real estate described below in Section One and all improvements located thereon situate in Arkansas City, Cowley County, Kansas.

SECTION ONE: PROPERTY:

All real property owned by SELLER located in Arkansas City, Cowley County, Kansas and legally described as:

A tract of land lying in the Southwest Quarter of Section 25, Township 34 South, Range 3 East of the 6th P.M., being described as commencing at the intersection of the West line of Block 203, Oak Grove Addition to the City of Arkansas City and the South line of the Southwest Quarter of Section 25, Township 34 South, Range 3 East of the 6th P.M., thence West, along said South line, 812.96 feet to a point; thence North 336.36 feet to the point of beginning of the herein described tract; thence South 88 deg. 57 min. West, 501.11 feet to a point that lies 644.3 feet East of the West line of the Southwest Quarter of said Section 25; thence North, parallel with said West line, 350.04 feet to a point on the South right-of-way line of the St. Louis and San Francisco Railway (now Burlington-Northern Railway); thence North 85 deg. 28 min. 13 sec. East, along said South right-of-way line 550. 17 feet to a point; thence South 3 deg. 29 min. 09 sec. West, 361.48 feet to a point; thence South 42 deg. 58 min. 19 sec. West, 32.09 feet to the point of beginning, Cowley County, Kansas, AND the South Half (50.00 feet) of said Railway right-of-way lying adjacent to the herein described tract.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenants and agrees to pay unto SELLER the full sum of: Nineteen Thousand, Seven Hundred and Ninety Dollars (\$19,790.00), on the date of closing, which shall occur no later than 180 days after execution of this Contract.

SECTION THREE: TAXES:

BUYER shall pay all taxes due and owing from and after the date of execution of this Contract.

SECTION FOUR: POSSESSION OF PROPERTY:

SELLER shall give possession of the aforescribed property immediately upon closing.

SECTION FIVE: TITLE INSURANCE:

BUYER shall have the option of obtaining Title Insurance at her own expense.

SECTION SIX: CONDITION OF PREMISES:

The property is sold as-is, and SELLER makes no warranty as to the suitability of the property for any proposed use by BUYER.

SECTION SEVEN: APPLICABLE LAW:

This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party's attorney's fees, expert fees and costs related thereto.

IT IS MUTUALLY AGREED that all covenants and agreements herein contained shall extend to and be obligatory upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above appearing.

BUYER:

Janelle Schmitz-Ronquillo

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Janelle Schmitz-Ronquillo, who is personally known to me to be the same persons who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

SELLER:

THE CITY OF ARKANSAS CITY, KANSAS

By: Scott Rogers

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Scott Rogers, who is personally known to me to be the same person who executed the within instrument in writing, and duly acknowledged the execution of same as the authorized act and deed of the City of Arkansas City, Kansas.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

STATUTORY QUIT CLAIM DEED

GRANTOR, **THE CITY OF ARKANSAS CITY, KANSAS,**
a municipal corporation,

IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, CONVEY AND QUITCLAIM UNTO:

GRANTEE, **JANELLE SCHMITZ-RONQUILLO,**
an individual,

all the following lands and property situated in Cowley County, together with any and all improvements located thereon, subject to easements and restrictions of record, if any, and legally described as:

A tract of land lying in the Southwest Quarter of Section 25, Township 34 South, Range 3 East of the 6th P.M., being described as commencing at the intersection of the West line of Block 203, Oak Grove Addition to the City of Arkansas City and the South line of the Southwest Quarter of Section 25, Township 34 South, Range 3 East of the 6th P.M., thence West, along said South line, 812.96 feet to a point; thence North 336.36 feet to the point of beginning of the herein described tract; thence South 88 deg. 57 min. West, 501.11 feet to a point that lies 644.3 feet East of the West line of the Southwest Quarter of said Section 25; thence North, parallel with said West line, 350.04 feet to a point on the South right-of-way line of the St. Louis and San Francisco Railway (now Burlington-Northern Railway); thence North 85 deg. 28 min. 13 sec. East, along said South right-of-way line 550.17 feet to a point; thence South 3 deg. 29 min. 09 sec. West, 361.48 feet to a point; thence South 42 deg. 58 min. 19 sec. West, 32.09 feet to the point of beginning, Cowley County, Kansas, AND the South Half (50.00 feet) of said Railway right-of-way lying adjacent to the herein described tract.

WITNESS Grantor's hand this the ____ day of _____ 2021.

The City of Arkansas City, Kansas

By: Scott Rogers, Mayor

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2021, before me, a Notary Public within and for said County and State, having first been duly sworn under oath, personally appeared: SCOTT ROGERS, who is personally known to me to be the same person who executed the foregoing instrument, and the aforementioned acknowledged said instrument to be his free and voluntary act and deed and a duly authorized act on behalf of the City of Arkansas City, Kansas. In testimony whereof I have hereunto subscribed my hand and affixed my official seal the day and year last above appearing.

Notary Public

My appointment expires: