

AGREEMENT TO PURCHASE REAL ESTATE

This Agreement is entered into this ____ day of _____, 2021 by and between **Pablo Cuevas, Jr.**, (hereinafter “**SELLER**”), and the **Kenton County Fiscal Court**, (hereinafter “**BUYER**”).

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged by both parties, the parties agree as follows:

1. **PROPERTY.** The BUYER agrees to purchase from SELLER, and the SELLER agrees to sell to the BUYER the real property located at **19 Klette Street, Independence, Kenton County, Kentucky, PIDN: 047-10-00-050.00.**
2. **PURCHASE PRICE.** The BUYER agrees to pay for the above-described property the sum of **ONE HUNDRED TWENTY SEVEN THOUSAND AND 00/100 (\$127,000.00)**, in cash or cash equivalent upon closing of this transaction.
3. **CONVEYANCE OF TITLE.** SELLER shall convey good and marketable title to said real property to BUYER at closing by deed of general warranty, subject only to taxes for the year of 2021, which shall be prorated. SELLER agrees that the property shall be conveyed to BUYER free of all liens, encumbrances, and mortgages of any kind.
4. **ASSIGNMENT OF LEASES.** SELLERS hereby assign, upon closing, all of their right, title, and interest to any leases renting any portion of the property described herein subject to all conditions and terms contained in said leases.
5. **DATE OF CLOSING.** SELLER and BUYER shall agree upon a mutually convenient date of closing which shall be no later than August 31st, 2021 at Kentucky Land Title Agency, Inc., 2362 Grandview Drive, Fort Mitchell, KY 41017, or another location chosen at the sole discretion of BUYER.
6. **CLOSING COSTS.** BUYER shall pay all costs associated with closing, including title search, document preparation, lien releases, etc.
7. **DATE TO VACATE.** SELLER shall vacate the property upon closing.
8. **WARRANTIES.** SELLER warrants and represents to BUYER that SELLER has good and marketable title to the real property and that no other persons have or claim to have any interest therein.

9. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties, and shall be modified only by a written agreement signed by both parties.
10. **SUCCESSORS.** This agreement shall extend to and be binding upon the heirs, successors, administrators, executors, and assigns of the respective parties.
11. **APPLICABLE LAW.** This agreement will be interpreted according to the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date set forth below.

BUYER'S OFFER

SELLERS' ACCEPTANCE

Kris Knochelmann, Judge/Executive

Pablo Cuevas, Jr.

Date

Date

THIS INSTRUMENT PREPARED BY:

Drew C. Harris
Asst. Kenton County Attorney
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Covington, KY 41011