

## AGREEMENT TO PURCHASE REAL ESTATE

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This Agreement is entered into this 18 day of JULY, 2023 by and between **Robert Christian Kues**, (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 **510 West Martin Luther King Jr. Boulevard, Covington, Kenton County, Kentucky, PIDN: 054-22-03-004.00.**
2. **PURCHASE PRICE.** The BUYER agrees to pay for the above described property the sum of **TWO HUNDRED FIFTY FIVE THOUSAND AND 00/100 DOLLARS (\$255,000.00)**, 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 2023, 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.** SELLER hereby assigns, upon closing, all of his right, title, and interest to any leases renting any portion of the property described herein subject to all conditions and terms contained in said lease(s).
  - 4.1 Any rent payment previously made to SELLERS from any Lessee of the property for the month of closing shall be prorated *per diem* with a credit to BUYER at closing.
  - 4.2 SELLER shall transfer any security deposits held by him pursuant to said lease(s) to BUYER at closing.
5. **DATE OF CLOSING.** SELLER and BUYER shall agree upon a mutually convenient date of closing which shall be no later than September 30<sup>th</sup>, 2023 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. **FIXTURES AND APPLIANCES.** SELLER shall be entitled to take any fixtures, furniture, appliances, including but not limited to, the HVAC system, hot water heater, etc.
8. **DATE TO VACATE.** SELLER shall vacate the property at closing.
9. **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.
10. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties, and shall be modified only by a written agreement signed by both parties.
11. **SUCCESSORS.** This agreement shall extend to and be binding upon the heirs, successors, administrators, executors, and assigns of the respective parties.
12. **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**

\_\_\_\_\_  
Kris Knochelmann, Judge/Executive

\_\_\_\_\_  
Date

**SELLERS' ACCEPTANCE**

  
\_\_\_\_\_  
Robert Christian Kues

7/18/2023  
Date

THIS INSTRUMENT PREPARED BY:

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Drew C. Harris  
Asst. Kenton County Attorney  
1840 Simon Kenton Way, Suite 4200  
Covington, KY 41011