

AGREEMENT

This AGREEMENT is made and entered into this 22 day of, 2004 by and between the City of Crittenden ("Crittenden"), a City of the Fifth Class, by and through its Mayor, James C Livingood, P.O. Box 207, Crittenden, Kentucky 41030 and the Grant County Sanitary Sewer District, by and through its Chairman Bobby Burgess, One Farrell Drive, Crittenden, Kentucky 41030 ("District").

WITNESSETH:

WHEREAS, Crittenden is a City of the Fifth Class duly organized and operating as a municipal entity under the laws of the Commonwealth of Kentucky and,

WHEREAS, the District is a duly authorized and operating Sanitary Sewer District within Grant County organized by Ordinance of the Grant County Fiscal Court pursuant to the provisions of KRS 74.407 and KRS 67.083(3)(r) and,

WHEREAS, Crittenden currently owns and operates sanitary sewer treatment plant, sewer lines, lift pumps and stations; and related equipment, machinery and systems necessary for the purpose of providing sanitary sewer collection, service and treatment for Crittenden's customers and,

WHEREAS, the District and Crittenden intend to enter into this Agreement whereby the District will acquire, maintain and operate Crittenden's sanitary sewer system pursuant to the provisions of KRS 74.407 subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and undertakings hereinafter specified, the parties agree as follows:

I. ASSETS

Those assets which the District agrees to purchase from Crittenden and Crittenden agrees to sell, assign, transfer and convey unto the District shall include all assets identified on the attached Schedule A ("Assets"), a copy of which is incorporated herein by reference. It is the intent of the parties hereto that Assets shall be physical assets and include all equipment, machinery, pumps, lines, treatment facilities, and any and all other equipment, material and/or systems utilized by Crittenden in the transmission, collection and/or treatment of sewage as currently operated and conducted by Crittenden. It is further the intent of the parties hereto that the attached Schedule A which identifies the Assets being transferred herein shall be descriptive only and shall not be deemed to be limiting in any way. Any physical asset currently utilized by Crittenden in the transmission, collection, processing and treatment of sewage, whether directly or indirectly, shall be transferred to the District by Crittenden.

In addition to the assets identified on Schedule A, Crittenden also agrees to sell, assign, transfer and convey unto the District the following:

- (a) An approximate five (5)+/- acre tract of real estate with all improvements thereon, said real estate being more particularly described in the attached Schedule B ("Real Estate").
- (b) Crittenden agrees to sell, assign, transfer and convey any and all right, title or interest which it may have in and to any license, easement or other grant, or interest in real estate necessary for Crittenden and/or the District to properly provide for the collection, transmission, treatment and processing of sewage.

II. PURCHASE PRICE

In consideration of the transfer of Assets by Crittenden, the District shall assume and be solely responsible for the outstanding indebtedness currently due and owing Kentucky Rural Water Finance Corporation Multimodal Public Projects Revenue Bond (KRWFC) in the approximate amount of \$1,500,000.00 representing the outstanding bond indebtedness for the funding of plant improvements and construction. A copy of the debt instrument due and owing KRWFC by Crittenden is attached hereto and identified as Schedule C ("Debt"). Crittenden represents and warrants that it is not in default with respect to any term, condition or covenant set forth in the Debt instrument identified in Schedule C and that all payments are current. District shall hold Crittenden harmless on said debt, to include but not necessarily be limited to principal, interest, costs, fees, and attorney's fees. District shall assume said debt without recourse to Crittenden.

III. CRITTENDEN RATE SCHEDULE

Crittenden's current rate schedule for sanitary sewer services is attached and identified as Schedule I. Crittenden represents that all income reflected in its books and records and annual audits is based upon that current rate schedule.

IV. CRITTENDEN'S WARRANTIES AND REPRESENTATIONS

For purposes of this Agreement, Crittenden makes the following representations and warranties:

- (a) Crittenden represents and warrants that the sanitary sewer transmission, collection, treatment and processing systems being transferred to the District and all Assets identified on Schedule A are in a reasonable state of repair and that there are no known defects or deficiencies with respect to any of the equipment, systems, Assets or other property being transferred to District by Crittenden.
- (b) Crittenden is not in default with respect to any term, condition or covenant of any outstanding debt agreement or with respect to any other contract which it may have with any third party concerning the Assets being transferred herein or the Debt instrument being assumed by the District.

(c) Execution of this Agreement by Crittenden does not violate any term, condition or covenant of any agreement with any other entity, institution, law or regulation.

(d) Crittenden has operated its sanitary sewer treatment plant and all Assets in full and complete compliance with all federal, state and local rules, regulations and laws concerning the transmission, collection, treatment and processing of sewage.

(e) Crittenden is not subject to any litigation or any adverse action by any federal, state or local governmental agency relative to any violation of any federal, state or local rule, law or regulation concerning the collection, transmission, treatment and processing of sewage.

(f) Crittenden's books and records regarding the operation of its sanitary sewer system and all Debt and Assets are complete, accurate and have been maintained in a reasonable manner so as to accurately reflect the current financial condition and state of affairs of the sanitary sewer system.

(g) Crittenden does not have any employees or any independent contactors under contract with the City of Crittenden regarding the operation of its sanitary sewer system except Mr. Carl Crone who has an annual contract as an independent contractor, a copy of that contract being attached hereto and identified as Schedule D.

(h) Crittenden does not have any outstanding accounts payable other than the Debt instrument identified in Schedule C and those debts which are necessarily incurred by Crittenden in the day-to-day operation of its sanitary sewer system.

(i) Crittenden has maintained all customer billing records consistent with generally accepted accounting principles and that all books and records regarding customer billings and Crittenden's sanitary sewer system accurately reflect the true state of its customer and financial affairs.

(j) Crittenden is not under contract with any entity or individual for the purpose of providing materials, supplies or other equipment for use by Crittenden in the operation of its sanitary sewer system.

(k) That the real estate to be transferred herein to the District is free, clear and unencumbered.

(l) That Crittenden's customer deposit accounts with a current balance of approximately \$55,000.00 accurately reflects those customer deposits on account with Crittenden.

(m) Crittenden does not owe any accrued employ benefits, including but not limited to pension contributions, unpaid insurance premiums, accrued vacation time, and the like

for any employee performing or conducting any work relative to Crittenden's operation of its sanitary sewer system.

(n) There are no pending or threatened claims by any individual or other entity regarding any products liability or other civil action or claims and/or damages by any individual or entity arising by, from or through Crittenden's operation and maintenance of its sanitary sewer system.

V. BOOKS AND RECORDS

Crittenden agrees to make available for the District all of its books and records maintained by Crittenden necessarily required in the operation and conduct of its sanitary sewer system. For purposes of this Agreement, "books and records" shall include but not necessarily be limited to the following:

- (a) Customer payment accounts;
- (b) Customer deposit accounts;
- (c) Annual financial and audit statements;
- (d) Maintenance records;
- (e) Warranties, guaranties or other agreements with respect to any equipment owned by Crittenden and being transferred herein;
- (f) Accounts payable records;
- (g) Accounts receivable records;
- (h) Sewer treatment plant operating records;
- (i) Copies of all citations or other charges by any federal, state or local agency, if any;
- (j) Debt payment history;
- (k) Bond documents regarding the outstanding indebtedness identified in Schedule C;
- (l) All as-built plans, engineering reports, surveys and the like concerning any improvements owned and/or operated by Crittenden, including its sewer treatment plant;

- (m) All easements owned or held by Crittenden regarding sanitary sewer treatment, transmission and/or collection lines and systems;
- (n) Insurance claim forms and policies;
- (o) Chemical Purchase Orders;
- (p) Maintenance records for any equipment owned by Crittenden in the operation of its sanitary sewer system.

VI. OUTSTANDING OBLIGATIONS

The only outstanding obligation being assumed herein by the District is that indebtedness as identified in Schedule C. Crittenden shall assume and be solely responsible for any and all debts incurred by Crittenden in the operation and maintenance of its sanitary sewer system incurred by Crittenden on or before the Closing of this transaction as provided for in paragraph VI herein. Any and all indebtedness incurred by the District subsequent to the closing date shall be the sole and separate responsibility and obligation of the District.

VII. CLOSING DATE

This transaction shall close on, 2004 ("Closing").

VIII. CUSTOMER BILLING

Crittenden represents that its current customer delinquencies average approximately 20 per month. All other customer billing is current. Crittenden shall, on or before Closing, transfer to the District all of its customer billing records for its 1,100 (+/-) customers. All fees and charges billed to Crittenden's customers for service prior to the Closing date shall remain the sole and separate property of Crittenden. All fees and charges for services rendered by the District after the closing date shall remain the sole and separate property of the District.

Crittenden represents that the current billing for customer services is that identified in the attached Schedule I.

IX. CUSTOMER DEPOSIT ACCOUNTS

Crittenden represents that it currently has on deposit approximately \$55,000.00 representing customer deposit accounts (see attached Schedule E). At Closing, Crittenden shall deliver those funds and a complete accounting of all customer deposit accounts to the District which shall become the sole and separate property of the District.

X. TREATMENT PLANT CONSTRUCTION PROJECT

It is acknowledged by the parties hereto that Crittenden has recently undergone a sanitary sewer treatment plant construction project with Kenny Construction, Inc., Mt. Sterling,

Kentucky. A copy of the construction documents including the construction contract and all plans and specifications are attached hereto and identified as Schedule F (Plant Construction Documents). Crittenden agrees to deliver to District, on or before Closing, all Plant Construction Documents. Crittenden warrants and represents that the construction project for the sanitary sewer treatment plant is complete and that all work has been performed pursuant to the terms and conditions of the construction contract with Kenny Construction, Inc. Crittenden further represents that it has a one year construction warranty from Kenny Construction on all improvements made by Kenny Construction, Inc. relative to the treatment plant improvements. Crittenden agrees to assign this warranty and guaranty agreement with Kenny Construction, Inc. to the District. A copy of the assignment of that guaranty and warranty to the District shall be signed by Kenny Construction, Inc. in a form and format agreeable to the District. Crittenden further agrees that it will cooperate with the District in the handling of any and all claims, remediation of punch list items, construction complaints and the like during the one (1) year warranty period.

It is acknowledged by Crittenden that the actual cost of construction may be under that which is financed by the debt instrument identified in Schedule C. In the event that any excess funds remain after the completion of construction and all retainages and other payments have been settled with Kenny Construction, Inc., such excess monies shall remain the sole and separate property of the District. In the event that any additional sums may be due and owing Kenny Construction, Inc. relative to the sanitary sewer treatment plant improvements which are not covered by the debt instrument identified in Schedule C, Crittenden shall pay such excess sums due and owing Kenny Construction, Inc.

XI. 201 STUDY

Crittenden currently has an approved 201 Study, a copy of which is identified as Schedule G. Crittenden agrees that it will assist the District in any reasonable way to assign that 201 Study to the District for its future use.

XII. ESCROW ACCOUNT

~~It is agreed that Crittenden shall establish on or before Closing an Escrow Account in the principal sum of no less than \$45,000 ("Escrow Account"). The amounts deposited in the Escrow Account shall consist of the balance of the proceeds of any construction loans still in possession of Crittenden at the time of closing. If the balance of the loan proceeds is less than \$45,000.00, then Crittenden shall deposit the difference to make a total of \$45,000.00, which difference shall be a loan due to be repaid in full within 12 months of the closing date. If the loan proceeds exceed \$45,000, then the entire amount shall be deposited in the Escrow account, and shall be considered District's sole property. District acknowledges that Crittenden will reimburse itself from the loan proceeds an amount equal to: all outstanding invoices due and payable up to the date of closing, plus, all amounts spent from Crittenden's general funds for the benefit of the sewer project subject to said loan. The Escrow Account shall be maintained, if necessary, for a period of 12 months following the Closing date. The Escrow Account shall be opened under the Federal Tax Identification Number of Crittenden. The Escrow Account funds shall be maintained for the purpose of covering any cost or expense incurred by the District~~

~~reasonably necessary or required for the repair, maintenance or upkeep of any component of the sanitary sewer system being transferred to the District during the first 12 months of operation. In the event the District is required to expend any sum for the repair, maintenance or upkeep of any component of the sanitary sewer system being transferred to the District during the 12 month period following the Closing, the District shall be entitled to withdraw from the Escrow Account the reasonable cost of that repair or maintenance. For purposes of this Agreement, repair or maintenance cost which District may withdraw from the Escrow Account shall not include any repair or maintenance which is necessarily required as day-to-day maintenance. Any cost or expense under \$500.00 shall not be paid from the Escrow Account funds.~~

~~On the 12 month anniversary of the Closing, the District shall submit to Crittenden an accounting of the funds withdrawn from the Escrow Account for repair and maintenance. District shall within 30 days thereafter turnover the remaining funds on deposit in the Escrow Account and an additional sum necessary to equal the amount contributed by Crittenden over and above the balance of the loan proceeds.~~

XIII. REAL ESTATE

At Closing, Crittenden shall transfer to the District five (5)+/- acres of Real Estate (Schedule B) representing the property upon which the sanitary sewer treatment plant is located. Transfer of this real estate shall be by General Warranty Deed and title so transferred shall be free, clear and unencumbered (excluding any mortgages or liens securing the Debt (Schedule C)). On or before Closing, a Plat of the Real Estate to be transferred to District by Crittenden at Crittenden's sole cost and expense.

XIV. EASEMENTS

At Closing, Crittenden shall deliver to District a general assignment of all easements currently held in favor of Crittenden reasonably necessary for the maintenance and operation of the sanitary sewer system being transferred to District. For purposes of this Agreement, easements reasonably necessary for the operation of the sanitary sewer system shall include but not be limited to transmission line easements; lift station easements; pump station easements; access easements; and related utility easements. The general assignment of easements shall be in form and format satisfactory to the District.

XV. PLANT ACCESS EASEMENT

Crittenden agrees to assign to the benefit of District the temporary and permanent easements for access to the treatment plant, in "AS IS" condition, subject to all terms and conditions of any agreements for the maintenance of same as between Crittenden and the owners of Claiborne Estates Subdivision.

XVI. CONDITIONS PRECEDENT

This Agreement shall be contingent upon the following:

- A. An assignment of the debt instrument identified in Schedule C from Crittenden to the District and approved by KRWFC;
- B. An assignment of the construction warranty from Crittenden and Kenny Construction, Inc. to the District in a form satisfactory to the District;
- C. Transfer of all permits and licenses necessary for the District to undertake the operation of the sanitary sewer system being transferred herein;
- D. Approval (as may be required) by the Kentucky Public Service Commission, if applicable;
- E. Approval of any and all other federal, state or local agencies, including the Environmental Protection Agency; Kentucky Natural Resources Cabinet and/or the Kentucky Public Service Commission;
- F. Execution of any and all documents in form and substance reasonably agreeable to District which are reasonably necessary to effectuate the transfer contemplated herein;
- G. The District entering in an Agreement with Carl Crone or other duly licensed operators to be utilized by the District for operational oversight of the sanitary sewer treatment plant being conveyed herein.

In the event that any of the above conditions precedent are not met to the satisfaction of District, this Agreement shall become null and void with the District having no further obligation to Crittenden.

XVII. INDEMNIFICATION

Crittenden agrees to indemnify and hold harmless the District from any and all claims, causes of action or demands (excluding the debt instrument identified in Schedule C) relative to any claim, cause of action or demand by any individual or entity which arises based upon facts and circumstances which occur prior to the Closing herein. In the event that any claim, cause of action or demand is made against the District based upon any facts or circumstance which occurred prior to the Closing, Crittenden shall indemnify and hold harmless the District from any and all such claims, causes of actions or demands, including but not limited to the payment of any and all reasonable attorney's fees incurred by the District in the defense of such claim.

District agrees to indemnify and hold harmless Crittenden from any and all claims, causes of action or demands relative to any claim, cause of action or demand by any individual or entity which arises based upon facts and circumstances which occur subsequent to the Closing herein. In the event that any claim, cause of action or demand is made against the District based upon any facts or circumstance which occur subsequent to the Closing, District

shall indemnify and hold harmless Crittenden from any and all such claims, causes of actions or demands, including but not limited to the payment of any and all reasonable attorney's fees incurred by Crittenden in the defense of such claim.

XVIII. BINDING EFFECT

This Agreement and all of its terms and conditions shall be binding upon the parties hereto, their respective successors and assigns.

IXX. AUTHORITY

Each of the parties hereto acknowledge and represent that this Agreement and all of its terms and conditions have been duly approved by appropriate action of their respective governmental entity authority as required by law.

IN WITNESS WHEREOF, the parties hereunto set their hand on the date and year first above written.

CITY OF CRITTENDEN

BY: James C. Livingood
MAYOR JAMES C LIVINGOOD

GRANT COUNTY SANITARY SEWER
DISTRICT

BY: Bobby Burgess
BOBBY BURGESS, CHAIRMAN

SCHEDULE A

**ASSETS TO BE TRANSFERRED TO
DISTRICT BY CRITTENDEN**

SCHEDULE B

REAL ESTATE AND EASEMENTS

DEED OF CONVEYANCE

This Deed of Conveyance, made and entered into by and between **CITY OF CRITTENDEN**, Post Office Box 207, City Building, 104 N. Main Street, Crittenden, Kentucky, 41030, hereinafter referred to as GRANTOR, and the **GRANT COUNTY SANITARY SEWER DISTRICT**, One Farrell Drive, Crittenden, Kentucky, 41030 hereinafter referred to as GRANTEE.

WITNESSETH:

That for and in consideration of One Dollar and other good and valuable consideration receipt of which is hereby acknowledged, the GRANTOR have bargained and sold and do hereby grant and convey unto the GRANTEE, in fee simple, to the successors and assigns, and successors forever, the following described property located in Grant County, Kentucky, to-wit:

5.3791 Acres

Lying and being in Grant County, Kentucky on the West side of Indian Hills Drive, approximately 190 feet west of the end of Indian Hills Drive and 1.0 miles south of Crittenden-Mt. Zion Road and more particularly described as follows to-wit:

Unless otherwise stated any monument referred to as a set iron pin is a ½" iron rebar 18" in length with a yellow plastic cap stamped 3316 3407. All bearings stated herein are referred to the magnetic meridian as observed on 4 April 1998 along the South line of the tract described in Deed Book 265, Page 93.

Beginning at a corner post, a corner to William C. and Harry Wilson (Deed Book 114, Page 367) and the City of Crittenden (Deed Book 252, Page 250 and Deed Book 265, Page 93); thence with the line of Wilson, N 06°35'04" E – 380.17 feet to a set iron pin; thence with new made lines partitioning the Grantor's property, and passing a set iron pin at 635.82', S 62°25'27" W – 685.82' to a point in the creek, said point being in the tractline between Deed Book 252, Page 250 and Deed Book 265, Page 93; thence S 15°40'35" W – 251.46 feet to a point in the creek; thence S 39°37'00" E – 76.05 feet to a set iron pin, a corner to William C. Wilson (Deed Book 203, Page 30); thence with line of Wilson, N 77°54'46" E – 587.16 feet to a corner post, a corner to William C. and Harry Wilson (Deed Book 114, Page 367); thence with the line of Wilson, N 04°41'01" E – 117.95 feet to the Place of Beginning containing 5.3791 Acres more or less exclusive of all right of ways and easements of record.

The above description is in accordance with a survey made by Logan D. Murphy with Hicks & Mann, Inc. on 7th April 2004.

This being a part of the property described in Deed Book 252, Page 250, and a part of the property described in Deed Book 265, Page 93 of the Grant County Court Clerk's Records at Williamstown, Kentucky.

TO HAVE AND TO HOLD the same together with all appurtenances and privileges thereunto belonging unto the GRANTEE, in fee simple to the successor, its successors and assigns forever.

The GRANTORS further covenants with the GRANTEE that it will warrant generally the title to the property hereby conveyed to the GRANTEE, its successors, and assigns forever. However, this property is conveyed subject to all easements and restrictions of record and to all applicable zoning ordinances, laws, statutes, or regulations.

James C. Livingood has authority to execute the certification pursuant to action of the city council at its regularly held meeting. Bobby Burgess has authority to execute the certification pursuant to action of the Grant County Sanitary Sewer District at its regularly held meeting

In witness whereof, the GRANTORS have subscribed their name the day and year indicated below.

CITY OF CRITTENDEN

DATE: 4/22/09



JAMES C. LIVINGOOD, MAYOR

CONSIDERATION CERTIFICATE

Grantor and Grantee certify under oath, pursuant to KRS Chapter 382, that the above-stated consideration in the amount here is the true, correct and full consideration paid for the

property herein conveyed. Grantor and Grantee herein state that each is over the age of eighteen (18) years of age. Grantor and Grantee further certify the understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.

CITY OF CRITTENDEN - GRANTOR

DATE: 4/22/04

James C Livingood
JAMES C. LIVINGOOD, MAYOR

GRANT COUNTY SANITARY SEWER DISTRICT
GRANTEE

DATE: 4/22/04

Bobby Burgess
BOBBY BURGESS, CHAIRMAN

COMMONWEALTH OF KENTUCKY)
COUNTY OF GRANT)

) Notary's Certificate of Acknowledgment
)

The foregoing Certification was acknowledged, subscribed and sworn to before me by **JAMES C. LIVINGOOD**, Mayor for City of Crittenden, Grantor herein, on this the 22 day of APRIL, 2004.

Edward J. Lorent
NOTARY PUBLIC - State at Large, Kentucky
My Commission Expires: 9/18/06
EDWARD J. LORENT

COMMONWEALTH OF KENTUCKY)
COUNTY OF GRANT)

) Notary's Certificate of Acknowledgment
)

The foregoing Certification was acknowledged, subscribed and sworn to before me by **BOBBY BURGESS**, Chairman for the Grant County Sanitary Sewer District, Grantee herein, on this the 22 day of April, 2004.

Edward J. Lorent
NOTARY PUBLIC - State at Large, Kentucky
My Commission Expires: 9/18/06

GENERAL ASSIGNMENT OF EASEMENTS

This General Assignment of Easements is made and entered into this 22nd day of April, 2004 by and between the City of Crittenden, Kentucky, a City of the Fifth Class, by and through its Mayor James Livingood, P.O. Box 207, Crittenden, Kentucky 41030 ("Crittenden") and the Grant County Sanitary Sewer District, by and through its Chairman Bobby Burgess, One Farrell Drive, Crittenden, Kentucky 41030 ("District").

WITNESSETH:

WHEREAS, Crittenden is a City of the Fifth Class duly organized and operating as a municipal entity under the laws of the Commonwealth of Kentucky and,

WHEREAS, the District is a duly authorized and operating Sanitary Sewer District within Grant County organized by Ordinance of the Grant County Fiscal Court pursuant to the provisions of KRS 74.407 and KRS 67.083(3)(r) and,

WHEREAS, the District and Crittenden have entered into an Agreement ("Agreement") whereby the District will acquire, maintain and operate Crittenden's sanitary sewer system pursuant to the provisions of KRS 74.407 and others and subject to the terms and conditions set forth in a certain Agreement dated April 22, 2004 and,

WHEREAS, as a term and condition of that Agreement, Crittenden has agreed to assign to the District all of its easements, rights of way and other rights and interests in real estate necessary for the operation, management and control of the sanitary sewer treatment plant, sewer lines, lift pumps and stations and all related equipment, machinery and equipment necessary for the purpose of providing sanitary sewer collection, service and treatment by the District.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and undertakings hereinafter specified, the parties agree as follows:

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which his hereby acknowledged, Crittenden does hereby sell, assign, transfer and convey unto the District all of its right, title and interest in and to all easements and other interest in real estate which are reasonably necessary for the District to operate, control, and manage all of the sanitary sewer treatment plants, sewer lines, lift pumps and stations; and related equipment, machinery and systems necessary for the purpose of providing sanitary sewer collection, service and treatment as provided for in the parties Agreement dated April 22, 2004, a copy of which is incorporated herein by reference. By the Execution hereof, Crittenden does hereby transfer, convey and assign unto the District all of its rights and obligations to enter upon any and all lands or other properties for the purpose of maintaining, installing, enlarging, repairing, replacing and/or providing any and all other types of maintenance, installation or construction regarding the operation, management and control of the sanitary sewer system transferred to the District by Crittenden pursuant to the terms and conditions of a certain Agreement dated April 22, 2004, a copy of which is incorporated herein by reference. By the execution hereof, Crittenden also transfers, assigns and conveys unto the

District any and all other interest which it may have in any and all real estate reasonably related to the delivery of sanitary sewer services whether or not such interest has been acquired by Crittenden through easement, adverse possession, easement by estoppel, easement by necessity, license, or other contract right or interest in and to real estate of every nature and description. By the execution of this Agreement, the District shall assume and be responsible for the performance of any and all other terms, conditions or obligations appurtenant to the interest being assigned herein to the District by Crittenden.

IN WITNESS WHEREOF, the parties hereunto set their hand on this 22nd day of April, 2004.

CITY OF CRITTENDEN

BY: James C Livingood
MAYOR JAMES C. LIVINGOOD

COMMONWEALTH OF KENTUCKY

COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the said CITY OF CRITTENDEN, by and through MAYOR JAMES C. LIVINGOOD this 22nd day of April, 2004.

Edward J. Lorenz
Notary Public
My Commission Expires: 05/18/06
EDWARD J. LORENZ

GRANT COUNTY SANITARY SEWER DISTRICT

BY: Bobby Burgess
BOBBY BURGESS, CHAIRMAN

COMMONWEALTH OF KENTUCKY

COUNTY OF GRANT


SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the said GRANT COUNTY SANITARY SEWER DISTRICT, by and through BOBBY BURGESS, CHAIRMAN, this 22nd day of April, 2004.



Notary Public
My Commission Expires: 9/18/06

THIS INSTRUMENT PREPARED BY:

THE HORWITZ LAW FIRM, P.S.C.



Thomas R. Nienaber - KBA#51820
541 Buttermilk Pike, Suite 305
Crescent Springs, KY 41030
(859) 578-1000

SCHEDULE C

OUTSTANDING DEBT INSTRUMENT

SCHEDULE D

CARL CRONE CONTRACT

SCHEDULE E

CUSTOMER DEPOSIT ACCOUNTS

SCHEDULE F

PLAINT CONSTRUCTION DOCUMENTS

SCHEDULE G

201 STUDY

SCHEDULE H

PLANT ACCESS EASEMENT

ASSIGNMENT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, That the City of Crittenden, Kentucky, first party, in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, paid by the Grant County Sanitary Sewer District, Grant County, Kentucky, Second Party, does hereby assign and transfer to Second Party, its successors and assigns, temporary and permanent easements granted to first party by William C. Wilson and Brenda Wilson, recorded in the Grant County Clerk's office in Deed Book D298, page 5, on the 1 day of April, 2004 and said easements being further described as follows:

PERMANENT TWENTY FOOT EASEMENT – Description

Lying and being in the City of Crittenden, Grant County, Kentucky, approximately 0.1 miles Southwest of the end of Indian Hill Drive, 1.0 miles West of Interstate 75 and more particularly described as follows to-wit:

Unless otherwise stated any monument referred to as a set iron pin is a ½" iron rebar 18" in length with a yellow plastic cap stamped 3316 3407. All bearings stated herein are referred to the November 24, 1993 survey of the William C. Wilson Property recorded in Deed Book 203, Page 30.

Beginning at a post, a corner to the City of Crittenden (Deed Book 252, Page 250), William C. & Harry Wilson (Deed Book 252, Page 40), and William C. Wilson (Deed Book 203, Page 30); thence with the line of Crittenden, S 77°09'27" W — 498.15 feet to a point in the center of a gravel road, said point beginning the Real Place of Beginning for a 20 foot Permanent Access Easement crossing the Property of William C. Wilson (Deed Book 203, Page 30); thence S 08°52'19" W — 372.32 feet to a point; thence with a curve to the left to a point, said curve having a length of 162.99 feet, a radius of 100.00 feet, a chord length of 145.54 feet, and a chord bearing of S 37°49'14" E; thence S 84°30'47" E — 203.57 feet to a point in the proposed right of way of Claiborne Drive.

The above description is in accordance with a survey made by Logan D. Murphy with Hicks & Mann, Inc. on 4th December 2003.

TEMPORARY THIRTY FOOT EASEMENT – Description

Lying and being in the City of Crittenden, Grant County, Kentucky, at the end of Claiborne Drive, 0.49 miles West of the intersection of Claiborne Drive and Ruark Road and more particularly described as follows to-wit:

Unless otherwise stated any monument referred to as a set iron pin is a ½" iron rebar 18" in length with a yellow plastic cap stamped 3316 3407. All bearings stated herein are referred to the November 24, 1993 survey of the William C. Wilson Property recorded in Deed Book 203, Page 30.

Beginning at a Mag Nail found in the Centerline of Claiborne Drive, said nail being a reference monument to the west line of Lot #8 of Claiborne Estates, Section Two (Plat Cabinet 2, Slide 3) and being the Place of Beginning for a 30 foot Temporary Access Easement crossing the Property of William C. Wilson (Deed Book 203, Page 30); thence leaving Claiborne Drive and with the Centerline of an Existing Gravel Road, N 74°29'19" W — 114.69 feet; thence S 81°40'24" W — 152.87 feet; thence S 74°36'57" W — 398.05 feet; thence S 85°48'40" W — 350.57 feet; thence N 89°50'54" W — 122.99 feet; thence N 71°27'02" W — 91.82 feet; thence N 65°38'17" W — 358.65 feet; thence N 59°37'17" W — 177.38 feet; thence N 68°59'21" W — 121.38 feet; thence N 51°13'15" W — 76.27 feet; thence N 25°58'24" W — 52.72 feet to a point in the South Line of the City of Crittenden (Deed Book 252, Page 250).

Second party is hereby obligated to perform all the provisions set forth in the easement referenced above, and shall have no recourse against first party for any claims arising from the rights and obligations of the easements.

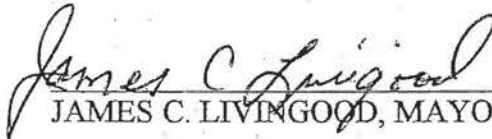
To Have And To Hold the same unto the said second party, its successors and assigns forever.

James C. Livingood has authority to execute the certification pursuant to action of the city council at its regularly held meeting. Bobby Burgess has authority to execute the certification pursuant to action of the Grant County Sanitary Sewer District at its regularly held meeting

In witness whereof, the parties have subscribed their names the day and year indicated below.

CITY OF CRITTENDEN


DATE: 4/22/04



JAMES C. LIVINGOOD, MAYOR

GRANT COUNTY SANITARY SEWER DISTRICT

DATE: 4/22/04

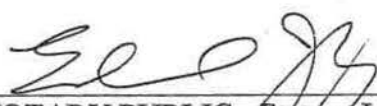

BOBBY BURGESS, CHAIRMAN

COMMONWEALTH OF KENTUCKY)

) Notary's Certificate of Acknowledgment

COUNTY OF GRANT)

The foregoing Assignment was acknowledged, subscribed and sworn to before me by **JAMES C. LIVINGOOD**, Mayor for City of Crittenden, Grantor herein, on this the 22 day of April, 2004.


NOTARY PUBLIC - State at Large, Kentucky
My Commission Expires: 9/18/06
EDWARD J. LORENZ

COMMONWEALTH OF KENTUCKY)

) Notary's Certificate of Acknowledgment

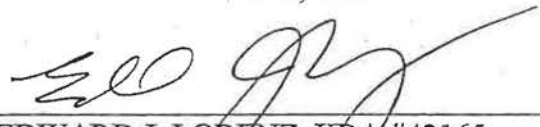
COUNTY OF GRANT)

The foregoing Assignment was acknowledged, subscribed and sworn to before me by **BOBBY BURGESS**, Chairman for the Grant County Sanitary Sewer District, Grantee herein, on this the 22 day of April, 2004.


NOTARY PUBLIC - State at Large, Kentucky
My Commission Expires: 9/18/06

This Instrument Prepared in the Law Offices of:

ACKMAN & LORENZ, LLC


EDWARD J. LORENZ, KBA #42165
200 South Main Street
Post Office Box 70
Williamstown, Kentucky 41097
(859) 824-3361

COMMONWEALTH OF KENTUCKY)

) Clerk's Certificate of Lodgment and Record

COUNTY OF GRANT)

I, Judy A. Fortner, Clerk of the County Court for the County and State aforesaid, certify that the foregoing Assignment of Easement was on the ____ day of _____, 2004, recorded at ____ o'clock ____m. whereupon the same, with the foregoing and this certificate have been duly recorded in my office in Deed Book _____, Page _____.

Witness my hand this _____ day of _____, 2004.

_____, CLERK

BY: _____, D.C.

Mail to: Grantee