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CHRISTOPHER K. HERRON, PLLC
ATTORNEY AT LAW

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P.O. Box 459
Danville, KY 40423
Phone/Fax: 859-236-3777/3744

November 9, 2017

Dr. Talina R. Matthews, Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602-0615

IN RE: Mercer County Sanitation District
Red Barn Waste Management, LLC
Case No. 2017-00165

Dear Dr. Matthews:

Please accept this filing on behalf of my client, Mercer County Sanitation District. I have attached a copy of the Agreement for Transfer of Assets between Mercer County Sanitation District and Red Barn Waste Management, LLC dated Mary 13, 2017. In said agreement Red Barn Waste Management, LLC transferred its wastewater package plant and collection system building, inventory, and all other contents in said building. Additionally, I have attached a copy of the Assignment of Easement from Red Barn Waste Management, LLC to Mercer County Sanitation District also dated March 13, 2017. In said document Red Barn Waste Management, LLC assigned the easement it was previously granted to operate a wastewater package plant and collection system in Mercer County, Kentucky.

I hope this letter and attachments shall fully satisfy your request for more information from Mercer County Sanitation District. Thank you.

Sincerely,



Christopher K. Herron

Cc: Encl

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**AGREEMENT FOR TRANSFER OF
ASSETS**

This **AGREEMENT FOR THE TRANSFER OF ASSETS** (the "**AGREEMENT**") dated March 13, 2017, is entered into between **RED BARN WASTE MANAGEMENT, LLC**, a Kentucky Limited Liability Company, hereinafter referred to as **SELLER**, and **MERCER COUNTY SANITATION DISTRICT**, hereinafter referred to as **PURCHASER**. **SELLER** is the owner of certain **ASSETS** located in **MERCER COUNTY, KENTUCKY**, and **SELLER** wishes to convey the certain **ASSETS** to **PURCHASER**, and **PURCHASER** wishes to acquire same from **SELLER**. Both parties mutually agree to the following terms and conditions.

DESCRIPTION OF ASSETS

PURCHASER agrees to buy and **SELLER** agrees to sell certain tangible and intangible business assets and services of **SELLER**, as further provided herein, (the "**ASSETS**") related to **SELLER'S** business (the "**BUSINESS**"), free and clear of any liens, claims or other encumbrances. This transaction shall be herein referred to as the "**TRANSFER**". The **ASSETS** which will be sold are as follows:

I. Building, Inventory, and Miscellaneous Items:

- Building and all of its contents located at the following described location in Mercer County, Kentucky:

BEING a 30 feet by 53 foot tract of land encompassing an existing sanitary sewer treatment plant as shown on exhibit attached to the deed of easement recorded in Deed Book 167, Page 239, in Mercer County Clerk's Office, and also a 10 foot wide strip surrounding said plant, and being located near the west shoreline of Herrington Lake approximately 700 feet north of the Chimney Rock Marina and more particularly described as follows:

BEGINNING at a point located 35.4 feet on a bearing of north 10 degrees 20 minutes west from an iron pin with identification cap (LS 3096) located at the northeast corner

of the Klein property; thence 10 feet west of the parallel of the west edge of the existing treatment plant north 02 degrees 04 minutes west 53.0 feet to a point; thence 10 feet north of and parallel to the north edge of the existing treatment plant north 87 degrees 56 minutes east 30.0 feet to a point; thence 10 feet east of and parallel to the east edge of the existing treatment plant south 02 degrees 04 minutes east 30.0 feet to a point; thence 10 feet south of and parallel to the south edge of the existing treatment plant south 87 degrees 56 minutes west 30.0 feet to the point of beginning and containing 1590 square feet, and

BEING the same easement conveyed by Deed of Correction to Red Barn Waste Management, LLC, a Kentucky limited liability company, from Red Barn Waste Management, LLC, a Kentucky limited liability company, dated November 6, 2009 and of record in Deed Book 321, Page 709, all records Mercer County Clerk's office. (See also Deed Book 319, Page 323 and Deed Book 309, Page 279, and DB 167, 239, in the Mercer County Clerk's office.)

- All chemicals and other treatment material.
- All instructional material.
- All customer lists and contact information.
- All documents necessary for compliance purposes including historical documentation.

II: Assignment of Easement:

No transfer of real estate shall be a part of this agreement. Seller agrees to assign the current easement it possesses regarding the operation of the current wastewater package plant and collection system located on the real property owned by Kentucky Utilities which is described above. **The agreement is contingent upon the receipt of Environmental Clearance from the Department for Local Government for the Kennedy Bridge Road Sewer Project.**

PRICE AND TERMS

The price of the ASSETS purchased is **ONE DOLLAR AND 00/100 (\$1.00) DOLLAR.**

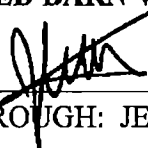
ADDITIONAL TERMS AND CONDITIONS

1. Buyer will become the responsible party for KPDES No. KY0092631 as described in the Agreed Order for Energy and Environment Cabinet Division of Enforcement Case No. 160092.
2. Buyer agrees to maintain sanitary sewer service to 18 existing customers located on Chimney Rock Road, Arthur Court, Klein Court and Ragona Court.

3. Seller agrees to transfer to the Buyer all assets and infrastructure related to the wastewater package plant and collection system as described in KPDES No. KY0092631
4. Buyer will not be liable for debts or other obligations incurred by Seller prior to the transfer of ownership.
5. The electric and water service will be transferred to the Buyer at the time of the ownership transfer.

The undersigned agree to the terms of this agreement.

SELLER: RED BARN WASTE MANAGEMENT, LLC



BY AND THROUGH: JEFFREY C. RUTTENBERG,
MANAGER

3/13/17
Date

BUYER: MERCER SANITATION DISTRICT



BY AND THROUGH: JIM CARPENTER, CHAIRMAN

3-9-17
Date

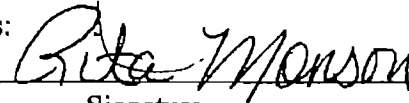
Witness: 

Signature

3-13-17
Date




Printed Name

Witness: 

Signature

3-9-17
Date



Printed Name

ASSIGNMENT OF EASEMENT

This Assignment of Easement made and entered into on this the 13th day of March, 2017 by and between **RED BARN WASTE MANAGEMENT, LLC**, a Kentucky Limited Liability Company, 3616 Humphrey Lane, Lexington, Fayette County, Kentucky 40502, **GRANTOR**, and **MERCER COUNTY SANITATION DISTRICT**, P.O. Box 303, Burgin, Mercer County, Kentucky 40310, **GRANTEE**,

WITNESSETH:

That the Grantor, for and in consideration of \$1.00 and in further consideration of the Grantee assuming operation of the wastewater package plant and collection system located on said property, does hereby quitclaim, convey, and assign its easement, agreement, right, power, and privilege to operate a wastewater package plant and collection system unto the above named Grantee, its heirs and assigns forever, at the location of the following described real estate located in Mercer County, Kentucky, and more fully described as follows:

BEING a 30 feet by 53 foot tract of land encompassing an existing sanitary sewer treatment plant as shown on exhibit attached to the deed of easement recorded in Deed Book 167, Page 239, in Mercer County Clerk's Office, and also a 10 foot wide strip surrounding said plant, and being located near the west shoreline of Herrington Lake approximately 700 feet north of the Chimney Rock Marina and more particularly described as follows:

BEGINNING at a point located 35.4 feet on a bearing of north 10 degrees 20 minutes west from an iron pin with identification cap (LS 3096) located at the northeast corner of the Klein property; thence 10 feet west of the parallel of the west edge of the existing treatment plant north 02 degrees 04 minutes west 53.0 feet to a point; thence 10 feet north of and parallel to the north edge of the existing treatment plant north 87 degrees 56 minutes east 30.0 feet to a point; thence 10 feet east of and parallel to the east edge of the existing treatment plant south 02 degrees 04 minutes east 30.0 feet to a point; thence 10 feet south of and parallel to the south edge of the existing treatment plant south 87 degrees 56 minutes west 30.0 feet to the point of beginning and containing 1590 square feet, and

BEING the same easement conveyed by Deed of Correction to Red Barn Waste Management, LLC, a Kentucky limited liability company, from Red Barn Waste Management, LLC, a Kentucky limited liability company, dated November 6, 2009 and of record in Deed Book 321, Page 709, all records Mercer County Clerk's office. (See also Deed Book 319, Page 323 and Deed Book 309, Page 279, and DB 167, 239, in the Mercer County Clerk's office.)

This property is subject to the following covenants and restrictions:

1. Conditions, covenants, easements and restrictions as shown on the plat of Chimney Rock Resort Subdivision, Section Two, of record in Plat Cabinet 5, Slide 20 (formerly Plat Book A, Page 341), in the Mercer County Clerk's Office.
2. Conditions covenants, easements and restrictions as shown on the plat of Chimney Rock Resort Subdivision of record in Plat Book A, Page 294, in the Mercer County Clerk's Office.
3. Deed of Easement dated January 23, 1974, from D.W. Klein, et al to Chimney Rock Resort of record in Deed Book 179, Page 267, in the Mercer County Clerk's Office.
4. Conditions, covenants, easements and restrictions as set forth in deed dated August 6, 1968, from Kentucky Utilities Company to Sam Berry of record in Deed Book 167, Page 239, in the Mercer County Clerk's Office.
5. Any and all rights created by that Agreed Order dated August 24, 2001, in the matter of Chimney Rock RV Park, LLC, et al vs. Norman Jennings, et al, Mercer Circuit Court, Civil Action No 01-CI-00214 by and between Plaintiffs Chimney Rock RV Park, LLC and Chimney Rock Waste Management, LLC (collectively, the "Plaintiffs") and Norman L. Jennings, granting Plaintiffs access across and through property of Norman L. Jennings for the purpose of operation and maintenance of the sewer treatment facility.
6. Any and all rights created by that Order dated August 6, 2001, in the matter of Chimney Rock RV Park, LLC, et al vs. Norman Jennings, et al., Mercer Circuit Court, Civil Action No. 01-CI-00214, enjoining James M. McGrath (of 320 Ragona Court, Harrodsburg, Kentucky) from restraining the Plaintiffs or their agents from traveling on the gravel road that leads to the sewer treatment facility.

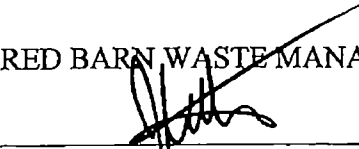
This assignment is made subject to any and all easements, restrictions, reservations, conditions, covenants, and limitations, apparent or of record, in the chain of title.

THE PARTIES HERETO state the consideration reflected in this assignment is the full consideration paid for the property. The Grantee joins in this assignment for the sole purpose of certifying the consideration pursuant to KRS 382.135.

IN TESTIMONY WHEREOF, witness the signatures of the Grantors and Grantee herein on the date first above written.

GRANTOR:

RED BARN WASTE MANAGEMENT, LLC



BY AND THROUGH:
JEFFREY C. RUTTENBERG, MANAGER

GRANTEE:

MERCER COUNTY SANITATION DISTRICT

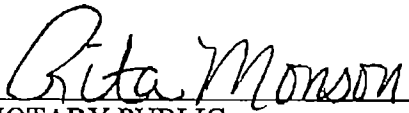


BY AND THROUGH:
JAMES CARPENTER, CHAIRMAN

STATE OF KENTUCKY
COUNTY OF Mercer

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Assignment of Easement was presented before me by JEFFREY C. RUTTENBERG, Manager of Red Barn Waste Management, LLC, a Kentucky Limited Liability Company, and I further certify that he signed and acknowledged the same to be his true act and deed in due form of law.

Done this 13th day of March, 2017.



NOTARY PUBLIC
KENTUCKY STATE AT LARGE
My Commission Expires: 7-30-2020

STATE OF KENTUCKY
COUNTY OF Mercer

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Assignment of Easement was presented before me by JAMES CARPENTER, Chairman of Mercer County Sanitation District, and I further certify that he signed and acknowledged the same to be his true act and deed in due form of law.

Done this 9 day of March, 2017.

Gita Monson
NOTARY PUBLIC
KENTUCKY STATE AT LARGE
My Commission Expires: 7-30-2020

THE FOREGOING PREPARED
BY:

Christopher K. Herron
CHRISTOPHER K. HERRON
ATTORNEY AT LAW
P.O. BOX 459
DANVILLE, KY 40423
(859) 236-3777