


**JESSE BACON, SUPERINTENDENT**  
ADRIENNE USHER, ASSISTANT SUPERINTENDENT  
BRANDY HOWARD, CHIEF ACADEMIC OFFICER  
TROY WOOD, CHIEF OPERATIONS OFFICER

MEMO

To: Board Members

From: Jesse Bacon 

Date: June 8, 2023

Re: Lease Amendment - Larry Craig Property

Presented for approval is an amendment to the lease agreement for the property next to the board office that was sold to Larry Craig. This amendment releases the declared surplus property that was listed as collateral for the 2009 Bond Series.

Also requested is authorization for the Board to execute any remaining closing documents needed.

## FIRST AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "Amendment") is made effective as this \_\_\_\_ day of June, 2023, by and between the Bullitt County School District Finance Corporation, with an address of 1040 Highway 44 E., Shepherdsville, Kentucky ("Corporation"), and the Board of Education of the Bullitt County School District, with an address of 1040 Highway 44 E., Shepherdsville, Kentucky 40165 ("Board").

### RECITALS:

A. Corporation and Board executed a Lease dated July 30, 2014, recorded in Deed Book 867, Page 471 in the office of the County Clerk of Bullitt, Kentucky (the "Lease"), in connection with the issuance of the Bullitt County School District Finance Corporation School Building Refunding Revenue Bonds, Series of 2014 (the "Bonds"), the Bonds being issued to refinance the costs construction and improvements to various school and school-related facilities utilized by the Board . All capitalized terms used but not defined herein shall have the meanings provided in the Lease.

B. Board declared a portion of the Projects surplus property through the May 22, 2023, Board Order #2023-086 (the "Surplus Property").

C. Corporation and Board desire to amend and restate Exhibit B attached to the Lease to remove the description of the Surplus Property from the description of the Projects subject to the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises of Corporation and Board, the receipt and sufficiency of which are hereby mutually acknowledged, Corporation and Board covenant and agree that (a) the attached Exhibit A contains the description of the Surplus Property being removed from the description of the Projects in the Lease; and (b) the attached Exhibit B shall amend and replace Exhibit B to the Lease, each as of the date of this Amendment.

1. Ratification of Lease. Except as amended hereby, the Lease shall remain in full force and effect in accordance with its terms and is hereby ratified. In the event of a conflict between the Lease and this Amendment, this Amendment shall control. Time is of the essence with respect to the terms and conditions of this Amendment.

2. Entire Lease. This Amendment, together with the Lease, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Amendment or the Lease, and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

3. Successors and Assigns. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Paragraph Headings. The paragraph headings contained in this Amendment are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

5. Severability. A determination that any provision of this Amendment is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof and any determination that the application of any provision of this Amendment to any person or circumstance is illegal or

unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

6. Governing Law. This Amendment shall be governed by the laws of the Commonwealth of Kentucky.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute a single binding document. This Amendment shall be binding upon each party hereto upon execution, regardless of whether any other party has executed the same or a different counterpart.

[Signature Page Follows]

IN TESTIMONY WHEREOF, witness the signature of the Purchaser and Seller as of the day and year first above written.

BOARD OF EDUCATION OF BULLITT COUNTY, KENTUCKY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BULLITT COUNTY SCHOOL DISTRICT FINANCE CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY

COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was produced to me in said Commonwealth and County and was signed, subscribed, sworn, acknowledged, and delivered by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of the Board of Education of Bullitt County, Kentucky, party of the first part; and by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of the Bullitt County School District Finance Corporation, party of the second part, to be their lawful act and deed for the purposes therein stated this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY  
MY COMMISSION EXPIRES: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
Emily H. Vessels  
Dinsmore & Shohl, LLP  
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PO Box 460  
Shepherdsville, KY 40165  
502-540-2374

EXHIBIT A  
TO  
FIRST AMENDMENT TO LEASE  
DESCRIPTION OF SURPLUS PROPERTY

\* \* \* \* \*

Being Tract 1, as shown on Plat Cabinet 4, Page 358, in the Bullitt County Clerk's Office.

Being a portion of the property conveyed to Bullitt County School District Finance Corporation, pursuant to Deed dated June 18, 2001, of record in Deed Book 604, Page 396, in the Office of the Clerk of Bullitt County, Kentucky.

EXHIBIT B  
TO  
FIRST AMENDMENT TO LEASE  
AMENDED AND RESTATED DESCRIPTION OF PROJECT

\* \* \* \* \*

[Insert]