

1
2
3 Resolution Relating to
4
5
6

RESOLUTION
Sponsor(s): Councilors Shannon,
Bushor, Paul, Decelles: Bd. of Finance

Introduced: 05/07/12
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

7 SECOND AMENDMENT TO LEASE AGREEMENT
8 WITH LAKE CHAMPLAIN BASIN SCIENCE CENTER
9

10
11
12 CITY OF BURLINGTON
13

14 In the year Two Thousand Twelve.....
15 Resolved by the City Council of the City of Burlington, as follows:

16
17 That WHEREAS, the City of Burlington and the Lake Champlain Basin Science Center, Inc.,
18 (hereinafter the "Science Center") entered into by the Parties as of May 31, 1995 and amended by the
19 Parties on June 20, 1996, Section 1 describes the Leased Premises for the Science Center; and

20 WHEREAS, the Science Center is renovating its facility to include a new pavilion space that will
21 advance its charitable mission by publicly accessible indoor and outdoor space designed to engage
22 Waterfront guests in the ecology, culture, history and opportunities for stewardship in the Lake
23 Champlain Basin; and

24 WHEREAS, a certain area of the newly renovated outdoor space extends beyond the existing
25 Leased Premises and including this area in the Lease Premises conforms with the purposes and intention
26 of the Parties under the Lease Agreement; and

27 WHEREAS, the City and Science Center have agreed to amend the First Amendment to Lease
28 Agreement between the Parties to include such area (as described in Exhibit A attached to the Second
29 Amendment to Lease Agreement attached hereto); and

30 WHEREAS, the Board of Finance at its meeting on April 30, 2012 unanimously approved and
31 recommended City Council authorize Mayor Weinberger to execute the Second Amendment to the Lease
32 Agreement, subject to the prior review and approval of the City Attorney;

33 NOW, THEREFORE, BE IT RESOLVED that Mayor Miro Weinberger is authorized to execute
34 the attached Second Amendment to the Lease Agreement with the Lake Champlain Basin Science Center,
35 Inc., subject to the prior review and approval of the City Attorney.
36

SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN
THE CITY OF BURLINGTON
AND
LAKE CHAMPLAIN BASIN SCIENCE CENTER, INC.

THIS AMENDMENT TO THE LEASE AGREEMENT is made this ____ day of _____, 2012, by and between THE CITY OF BURLINGTON, VERMONT, a municipal corporation (hereinafter referred to as "City") and the LAKE CHAMPLAIN BASIN SCIENCE CENTER, INC., with its principal place of business in Burlington, County of Chittenden and State of Vermont (hereinafter referred to as "Science Center"), both the City and Science Center are hereinafter collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Lease Agreement entered into by the Parties as of May 31, 1995 and amended by the Parties on June 20, 1996, Section 1 describes the Leased Premises.

WHEREAS, the Science Center is renovating its facility to include a new pavilion space that will advance its charitable mission by publicly accessible indoor and outdoor space designed to engage Waterfront guests in the ecology, culture, history and opportunities for stewardship in the Lake Champlain Basin.

WHEREAS, a certain area of the newly renovated outdoor space extends beyond the existing Leased Premises and including this area in the Lease Premises conforms with the purposes and intention of the Parties under the Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing, the rents and mutual covenants contained herein, and intending to be legally bound hereby, the City and Science Center agreed to amend Section 1 of the first Amendment to Lease Agreement between the Parties to read as follows:

1. In addition to the Leased Premises provided for in Section 1 of the first Amendment to Lease Agreement between the Parties, in furtherance of the purposes of the Lease, the City hereby agrees to license to Science Center the exclusive use of the area described in Exhibit A attached hereto, subject to an existing College Street right-of-way, which includes a pump station to which the City must be able to have reasonable access for maintenance and repair.

2. Accept as otherwise amended herein, City and Science Center agree that the Lease Agreement as amended is hereby affirmed and continues in full force and effect. All references to the "Lease Agreement" shall be deemed to be references to the Lease Agreement as amended

by the first Amendment to Lease Agreement and this Second Amendment to Lease Agreement.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Lease Agreement to be executed by its duly authorized representative.

IN THE PRESENCE OF:

THE CITY OF BURLINGTON

By: _____

THE LAKE CHAMPLAIN BASIN
SCIENCE CENTER, INC.

By: _____

STATE OF VERMONT
COUNTY OF CHITTENDEN

At Burlington, in said County, on the _____ day of _____ 2012, personally appeared before me Miro Weinberger, Mayor and Duly Authorized Agent of the City of Burlington, and he acknowledged this instrument by him, sealed and subscribed, to be his free act and deed, and free act and deed of the City of Burlington.

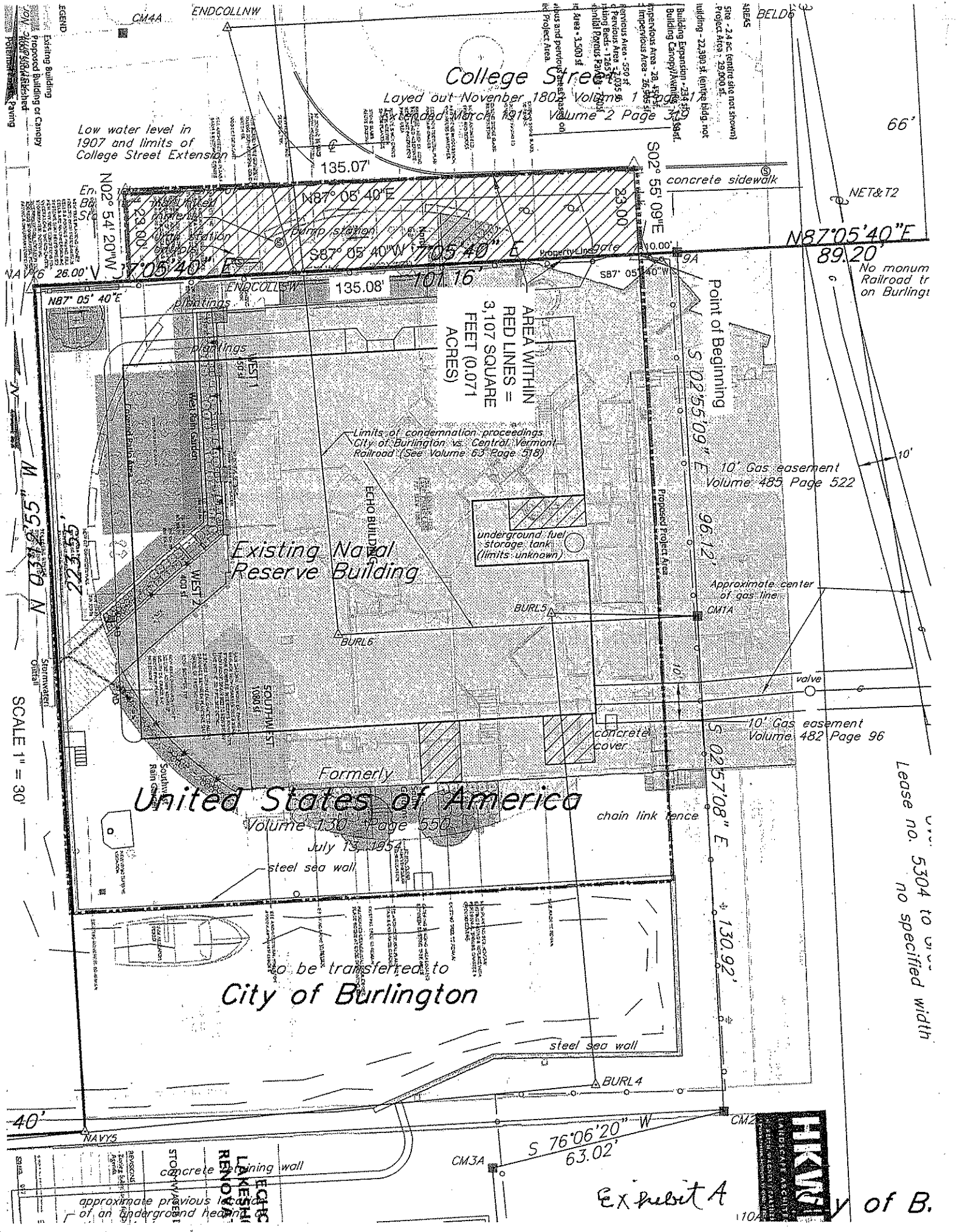
Before me, _____

Notary Public

Expires _____

STATE OF VERMONT
COUNTY OF CHITTENDEN

At Burlington, in said County, on the _____ day of _____ 2012, personally appeared before me _____, President and Duly Authorized Agent of the Lake Champlain Basin Science Center, Inc., and he acknowledged this instrument by him, sealed and subscribed, to be his free act and deed, and free act and deed of the Lake Champlain Basin Science Center, Inc.



College Street
 Layed out November 180... Volume 1 Page 1
 Volume 2 Page 3

Low water level in 1907 and limits of College Street Extension

AREA WITHIN RED LINES = 3.107 SQUARE FEET (0.071 ACRES)

Limits of condemnation proceedings City of Burlington vs. Central Vermont Railroad (See Volume 63 Page 518)

Existing Naval Reserve Building

Formerly United States of America

to be transferred to City of Burlington

Point of Beginning

10' Gas easement Volume 485 Page 522

Approximate center of gas line

10' Gas easement Volume 482 Page 96

Lease no. 5304 to use no specified width

SCALE 1" = 30'

Exhibit A

of B.

