

**LEASE AGREEMENT AMENDMENT BETWEEN CITY OF
BURLINGTON
AND LAKE CHAMPLAIN COMMUNITY SAILING CENTER, INC.**

Agreement entered into effective this ____ day of _____, 2012 by and between the City of Burlington, a Vermont municipal corporation, (hereinafter "City"), and the Lake Champlain Community Sailing Center, Inc., a non-profit corporation organized under the laws of the State of Vermont (the "Sailing Center"):

Recitals

WHEREAS, the City entered into a five (5) year and two (2) month Lease Agreement with the Sailing Center on August 31, 2007; and

WHEREAS, said Agreement acknowledged that the City was actively pursuing adaptive reuse of the Moran Generating Plant; and

WHEREAS, said Agreement contemplated that if such adaptive reuse of the Moran Generating Plant were to occur, the City would make its best effort to identify a suitable alternative location for the Sailing Center that would allow the Sailing Center to continue operation; and

WHEREAS, the City and the Sailing Center entered into a Lease Agreement Amendment on June 10, 2008 which modified certain terms and conditions in order to allow the City to proceed with a plan for such adaptive reuse of the Moran Generating Plant; and

WHEREAS, on July 2, 2012, Mayor Miro Weinberger announced that in light of the lack of progress demonstrated on implementation of said plan, the City would now be embarking on a search to identify a new plan for such adaptive reuse of the Moran Generating Plant; and

WHEREAS, the term of the aforementioned Lease Agreement is set to expire on October 31, 2012; and

WHEREAS, given the parties desire to continue to work cooperatively together as the City seeks an adaptive reuse for the Moran Generating Plant and the Sailing Center remains committed to maintaining a home on the Burlington Waterfront; and

WHEREAS, the Waterfront North project is scheduled to commence in the spring of 2013, and both parties (the City and the Sailing Center) are prepared to coordinate activities in good faith so that the Waterfront North project construction occurring on Sailing Center leased premises can be accomplished efficiently; and

WHEREAS, a lease extension which continues the existing terms and conditions (except as noted herein), would best serve the interests of the parties at this time as the City proceeds

with its plan to identify a new adaptive reuse for the Moran Generating Plant.

NOW, THEREFORE, it is agreed between the City and the Sailing Center as follows:

1. The term of the Lease as indicated in Clause #2 of the August 31, 2007 Lease Agreement is hereby extended for a period of one (1) year and two (2) months; consequently the termination date for the Agreement shall be amended to December 31, 2013.

2. The further provision in Clause # 2 of the August 31, 2007 Lease Agreement that “the City may terminate this Agreement upon giving the Sailing Center at least one year prior notice, in the event that an adaptive reuse plan for the Moran Plant is developed that would be inconsistent with the operation of a boat launch facility on the Property,” is superseded by the following:

“the City may terminate this Agreement upon giving the Sailing Center at least six (6) months notice. In the event that the new adaptive reuse plan for the Moran Generating Plant precludes the Sailing Center’s use of the leased premises, the City will continue to make its best efforts to identify a suitable alternative location for the Center’s operations. Nothing in this agreement, however, shall cause the City to be responsible for relocation of the Sailing Center or costs relating thereto as a result of a termination arising under this provision. In no event shall the lease be terminated and Sailing Center required to vacate the leased premises, or “Property” as depicted in Exhibit C below, prior to thirty (30) days after the end of the Center’s operating season (April 15 - October 15) unless mutually agreed upon by parties in writing.”

3. Exhibit C attached shall replace Exhibit B which was attached to the parties Lease Agreement Amendment of June 10, 2008 (which replaced Exhibit A which was attached to the parties agreement of August 31, 2007) and shall henceforth or until otherwise amended serve to identify the “Property” as referenced at all points in the August 31, 2007 Lease Agreement between the parties.

4. The parties hereby affirm that, unless circumstances dictate otherwise, given that this landlord-tenant relationship has proved mutually satisfactory for many years, a new lease for a term to be negotiated by the parties shall presumptively be offered on or before sixty (60) days prior to the conclusion of the term of this lease as now amended.

5. The parties otherwise reaffirm all clauses and covenants as provided for in the August 31, 2007 Lease Agreement between the parties.

Acknowledged, Accepted and Approved

CITY OF BURLINGTON

By: _____
Mayor Miro Weinberger, Duly Authorized

Date: _____

Lake Champlain Community Sailing Center

By: _____

Date: _____

DRAFT

PROPOSED LEASE AGREEMENT AMENDMENT
BETWEEN THE CITY OF BURLINGTON AND
THE LAKE CHAMPLAIN COMMUNITY SAILING CENTER, INC.

In the year Two Thousand Twelve.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City of Burlington, a Vermont municipal corporation, acting by and through its Parks and Recreation Department (hereinafter "CITY"), and Lake Champlain Community Sailing Center, Inc., a non-profit corporation organized under the laws of the State of Vermont (the "Sailing Center"), entered into a lease agreement on August 31, 2007 which had a term of five (5) years and two (2) months; and

WHEREAS, said agreement is due to expire on October 31, 2012; and

WHEREAS, on July 2, 2012, Mayor Miro Weinberger announced that in light of the lack of progress demonstrated on implementation of said plan, the City would now be embarking on a search to identify a new plan for such adaptive reuse of the Moran Generating Plant; and

WHEREAS, given the parties desire to continue to work cooperatively together as the City seeks an adaptive reuse for the Moran Generating Plant and the Sailing Center remains committed to maintaining a home on the Burlington Waterfront; and

WHEREAS, in light of all of the above, the parties have agreed to extend the current lease to run through December 31, 2013.

WHEREAS, the Board of Finance at its meeting on _____ reviewed and approved execution of the above-referenced contract and also recommends approval by the City Council;

NOW, THEREFORE, BE IT RESOLVED that City Council hereby authorizes the Mayor, on behalf of the City, to execute a Lease Agreement Amendment substantially comporting in terms and conditions with the Lease Agreement Amendment attached hereto subject to the prior review of the City Attorney.