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AUG 18 2015

DEPARTMENT OF
PLANNING & ZONING

SENT VIA EMAIL
Mr. Steve Guild
77 College Street Suite 2A
Burlington, VT 05401

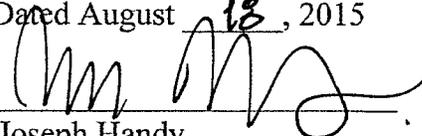
August 14, 2015

Re: Certification to Burlington Development Review Board

I, Joseph Handy, member and duly authorized agent of The Great Cedars, LLC certify as follows:

1. The Great Cedars, LLC is the owner of the real estate at 185-195 College Street, Burlington, Vermont (Parcel ID # 049-3-148-000), hereinafter "185-195 College Street".
2. The Great Cedars, LLC is the owner of the real estate at 166-172 College Street, Burlington, Vermont (Parcel ID # 049-3-117-002) hereinafter "166-172 College Street".
3. The Great Cedars, LLC has sufficient parking available in its parking garage at 166-172 College Street, to provide 33 parking spaces for use by the tenants of 185-195 College Street and shall make available to those tenants at all times such 33 spaces required parking spaces pursuant to its plan which was submitted with the application for Zoning Permit #ZP15-1410CA.

Dated August 18, 2015


Joseph Handy

DHG/dg

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The Great Cedars, LLC

Parking Space Lease Agreement

DEPARTMENT OF
PLANNING & ZONING

I. Parties: This lease entered into ____ day of _____, _____, between The Great Cedars, LLC, the owner of 162-172 College Street, Burlington, Vermont, (Parcel ID# 049-3-117-002) (hereinafter "Lessor") and The Great Cedars, LLC, owner of 185-195 College Street, Burlington, Vermont (Parcel ID #049-3-148-000) (hereinafter "Lessee").

II. Property Description: The Lessor hereby leases to the Lessee such parking space in the amount of 33 spaces located at the Corporate Plaza parking garage; with said lease being for parking space in satisfaction of the 33 spaces required for parking at the Corporate Plaza parking garage on St. Paul Street in Burlington, Vermont (with the spaces located at 166-170 College Street, Burlington, Vermont) required under its permit (Permit # ZP15-1410CA dated _____). A copy of this Agreement shall be filed with the Burlington Department of Planning and Zoning for purposes of satisfying the above-referenced parking requirement.

III. Usage: The parking spaces shall only be used by residential tenants.

IV. Term: The term of the lease shall be 10 year(s), commencing on the ____ day of _____, _____, and shall continue in effect from year to year thereafter automatically renewed unless written notice of termination is given by either party to the other at least 90 days prior to termination/revocation. Any termination shall require immediate notice of termination of the lease to Burlington Department of Planning and Zoning, as an attachment to Permit # ZP15-1410CA In no event shall the notice of termination to Burlington Department of Planning and Zoning be less than 60 days prior to the effective date of termination.

V. Replacement Leases: At least 60 days prior to the termination of this lease, a copy of a replacement lease agreement shall be provided to Burlington Planning and Zoning staff for review and acceptance in consultation with the City Attorney to insure the availability and adequacy of the parking spaces. Further, said replacement leases shall be required to conform to the conditions included in Permit # ZP15-1410CA.

VI. Consideration: None.

VII. This agreement contains the entire agreement of the parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the parties. Additionally, any written modification shall not be effective unless and until a copy thereof has been filed with and approved by the Burlington Department of Planning and Zoning for consistency with the conditions of Permit # ZP15-1410CA. Burlington Department of Planning and Zoning may consult with the City Attorney for review of the modified language. Said modification, once approved, shall be included as an attachment to the file for Permit # ZP15-1410CA. If the leased parking space(s) is lost without replacement prior to the termination date of the lease agreement or owners fail to renew this lease agreement, the permit for the use of the premises as approved under zoning Permit # ZP15-1410CA, shall be

Handwritten notes:
2/10/19
11:00

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PLANNING & ZONING

deemed null and void/revoked. Failure to cease such use shall constitute a zoning violation and be subject to all penalties provided by the law.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, _____.

The Great Cedars, LLC

Lessor

By: _____
Joseph Handy, Member

STATE OF VERMONT
CHITTENDEN COUNTY, SS:

At Burlington in said County this _____ day of _____, _____, personally appeared JOSEPH HANDY, member of The Great Cedars, LLC, Burlington, Vermont, who acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed.

Before me: _____
_____, Notary Public
My commission expires: 2/10/19

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, _____.

The Great Cedars, LLC

Lessee

By: _____
Charles Handy, Member

STATE OF VERMONT
CHITTENDEN COUNTY, SS:

At Burlington in said County this _____ day of _____, _____, personally appeared CHARLES HANDY, member of The Great Cedars, LLC, Burlington, Vermont, who acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed.

Before me: _____
_____, Notary Public
My commission expires: 2/10/19

DAVID H. GREENBERG
ATTORNEY AT LAW
P.O. BOX 201
BURLINGTON, VERMONT 05402-0201

TELEPHONE (802) 862-8165
FAX (802) 862-5537
DAVID@DGREENBERG.COM

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DEPARTMENT OF
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THE DANIEL KERN BUILDING
70 SOUTH WINOOSKI AVENUE
BURLINGTON, VERMONT 05401

August 14, 2015

The Great Cedars, LLC
Mr. Joseph Handy
75 South Winooski Avenue
Burlington, VT 05401

Re: 185-195 College Street, Burlington, VT

Dear Joe,

You have asked me to provide an opinion with respect to deeded rights of The Great Cedars, LLC to use Thomas Alley, Stacy Alley and Markham Lane in Burlington, Vermont which rights your company obtained when it purchased the real estate at 185-195 College Street in Burlington from Gannett Vermont Publishing, Inc. by Warranty Deed dated September 26, 2013 and recorded in Volume 1233, Page 559 of the City of Burlington Land Records. The deed included a provision that the conveyance "has the benefit of and is subject to all easements, uses and rights of way appurtenant to the land and premises."

The specific easements and rights pertaining to the above Lanes and Alley are contained in the following prior deeds in the chain of title:

- a. Right of way, in common with others, over an alley leading from South Winooski Avenue to Markham Alley granted in a Warranty Deed dated December 20, 1934 and recorded in Volume 104, Page 246 of the City of Burlington Land Records. This right of way is the eastern most portion of Thomas Alley.
- b. Right of way over a 25' x 12' lot immediately south of 193-195 College Street granted in a Warranty Deed dated December 27, 1917 and recorded in Volume 69, Page 639 of the City of Burlington Land Records. This pertains to a portion of Thomas Alley.
- c. Right of way, in common with others, over Thomas Alley to Markham Street granted in Warranty Deed dated November 11, 1913 and recorded in Volume 59, Page 413 and Warranty Deed dated November 20, 1913 and recorded in Volume 65, Page 172, all of the City of Burlington Land Records.

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Mr. Joseph Handy
August 14, 2015
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d. Right of way over Thomas Lane which is 12' wide at rear of property at 191 College Street, granted in a Warranty Deed dated December 20, 1952 and recorded in Volume 142, Page 527 of the City of Burlington Land Records.

e. Right of way over Stacy Lane conveyed by Quitclaim Deed dated May 18, 1895 and recorded in Volume 38, Page 40 of the City of Burlington Land Records.

f. Right of way 12' wide over Stacy Street granted in Warranty Deed dated November 12, 1867 and recorded in Volume 3, Page 356 and Warranty Deed dated October 1, 1868 and recorded in Volume 3, Page 625, both in the City of Burlington Land Records.

g. Right of way 12' wide at rear of 187-189 College Street along Stacy Street to Mechanics Lane granted in Warranty Deed dated January 11, 1908 and recorded in Volume 58, Page 602 of the City of Burlington Land Records.

h. Right of way over Markham Alley granted in Warranty Deed dated December 27, 1917 and recorded in Volume 69, Page 639 of the City of Burlington Land Records.

i. Right of way over Markham Alley granted in a Warranty Deed dated November 16, 1921 and recorded in Volume 72, Page 503 of the City of Burlington Land Records.

j. Right of way and easements within the block bordered on north by College Street, on the east by South Winooski and on the south by Main Street and on the east by Church Street granted in Warranty Deed dated December 23, 1931 and recorded in Volume 97, Page 586 and by Warranty Deed dated June 30, 1933 and recorded in Volume 104, Page 526, both in the City of Burlington Land Records.

Based upon the foregoing, it is my opinion that The Great Cedars, LLC has deeded rights to use Thomas Alley, Stacy Alley (a/k/a Stacy Street and Stacy Lane) and Markham Lane for access to its buildings for trash and recycling and for access for tenants.

Very truly yours,



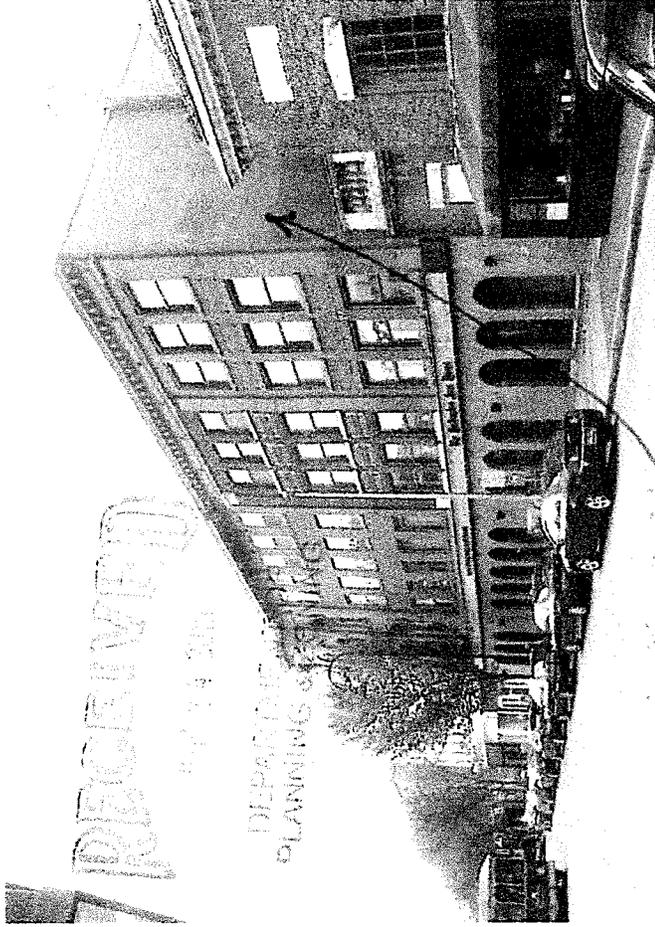
David H. Greenberg, Esq.

DHG/bsb



A104

ELEV 'E/F'

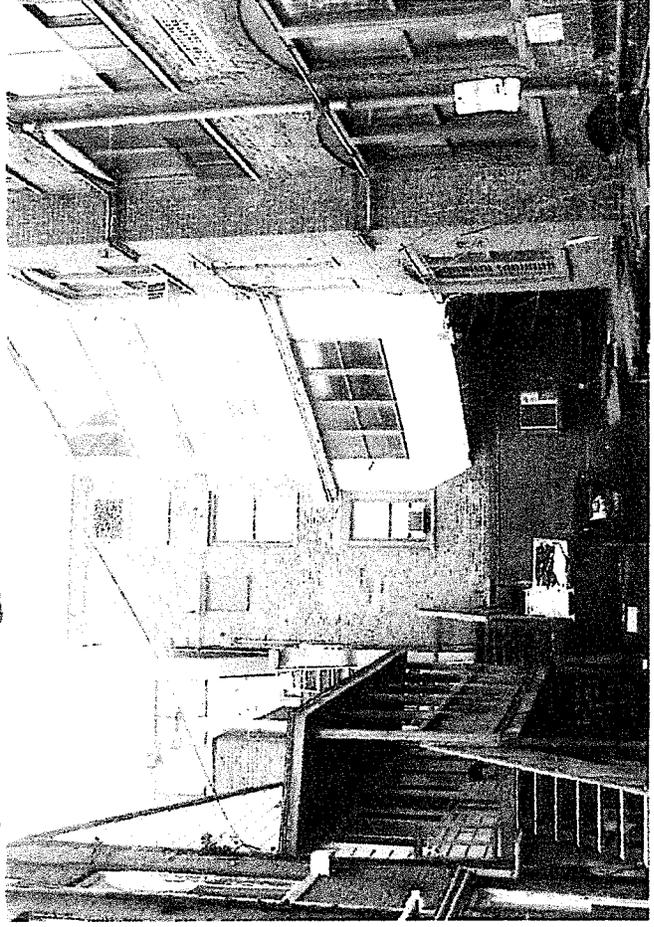


ELEV 'G'



ELEV 'D'

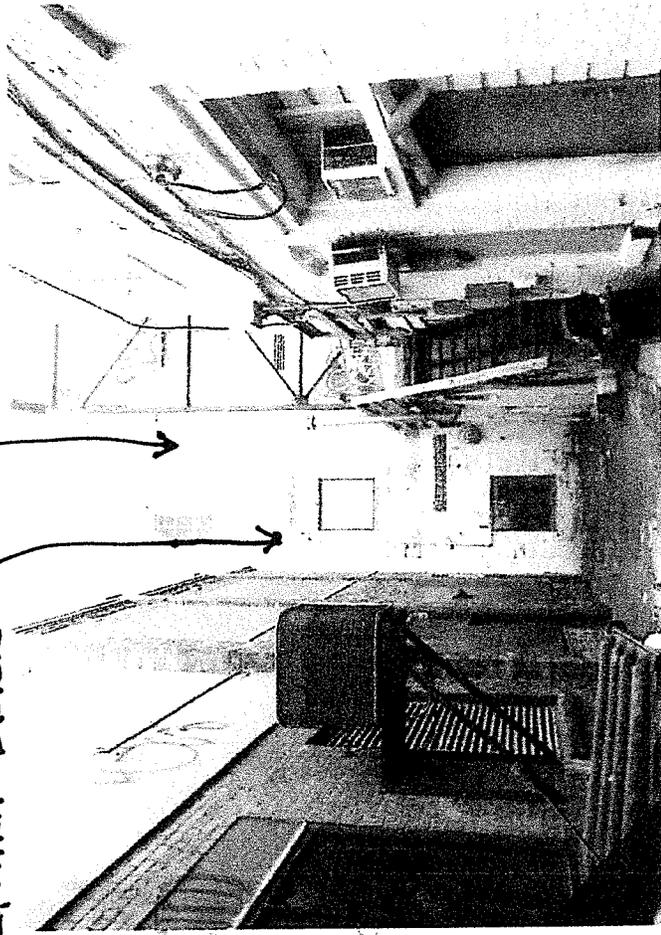
A104



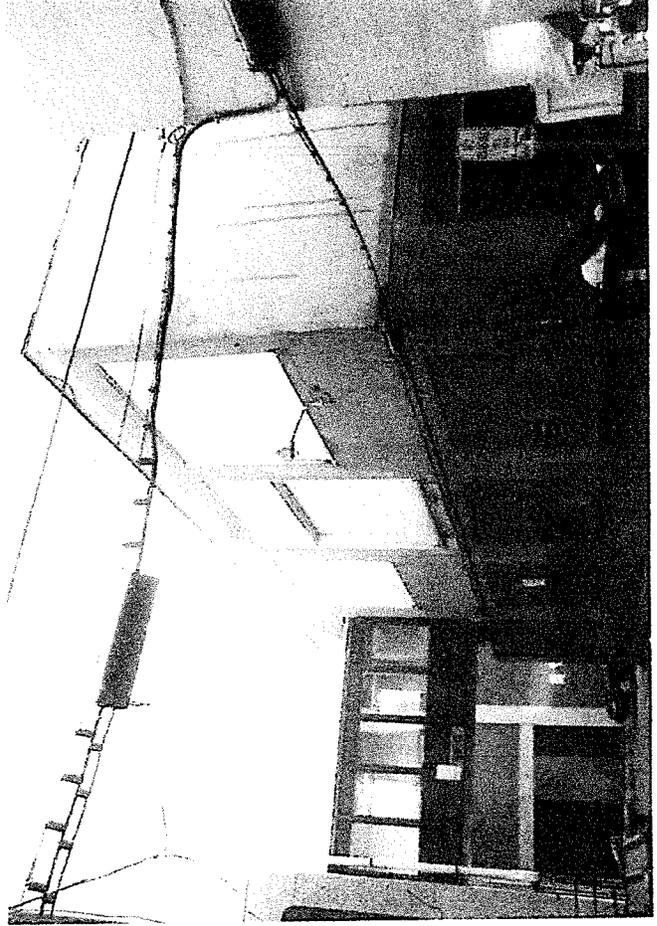
ELEV 'E/F'

A104

NEW ALUM. WINDOWS
IN EXISTING OPEN'GS
REPAINT BRICK



ELEV 'D-1'



ELEV 'C'

A-103

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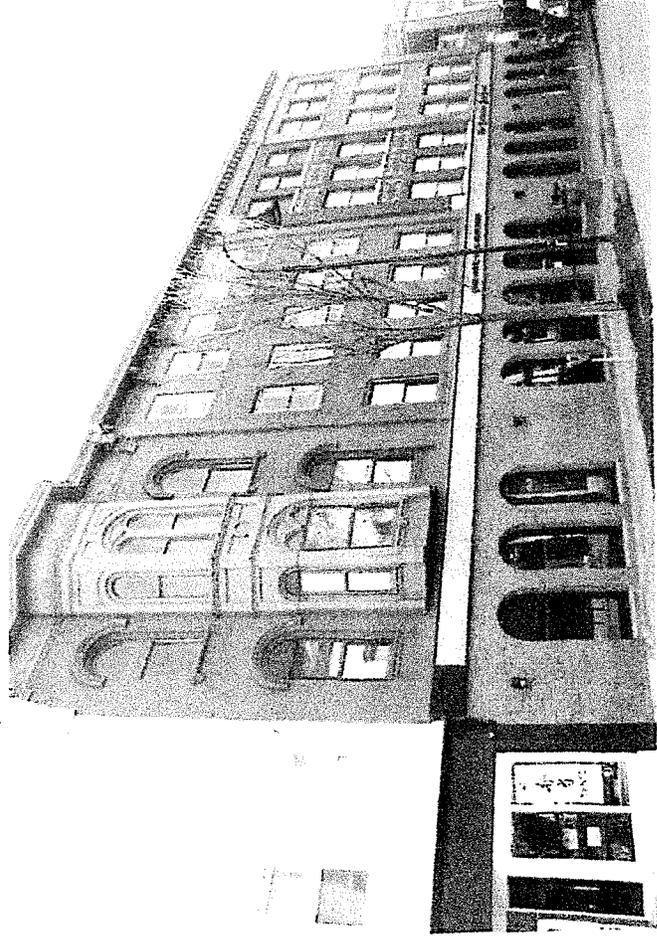
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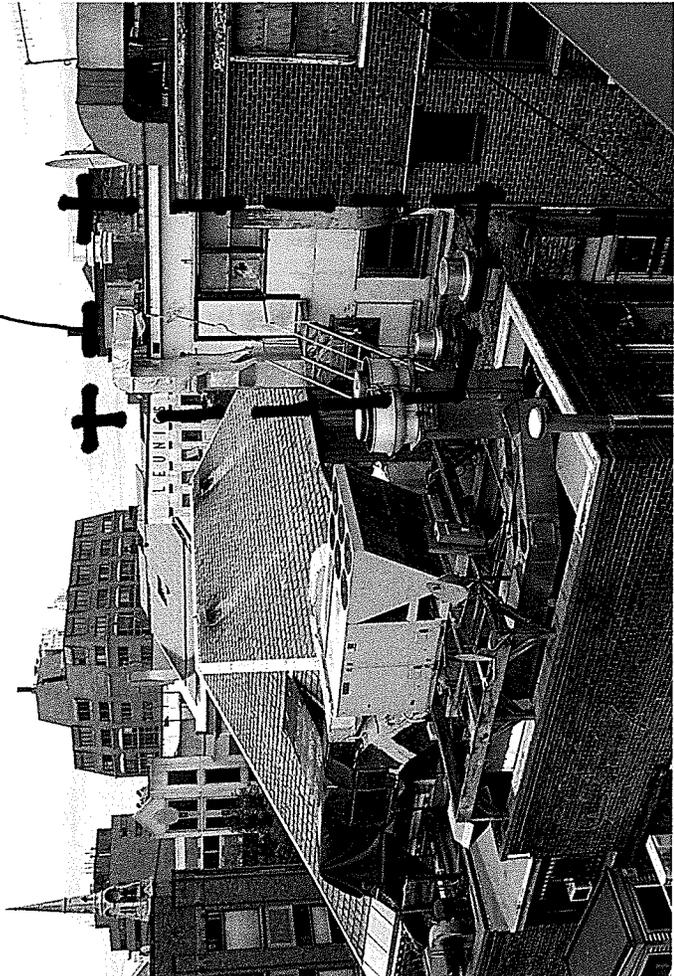
A-102

ELEV 'B'

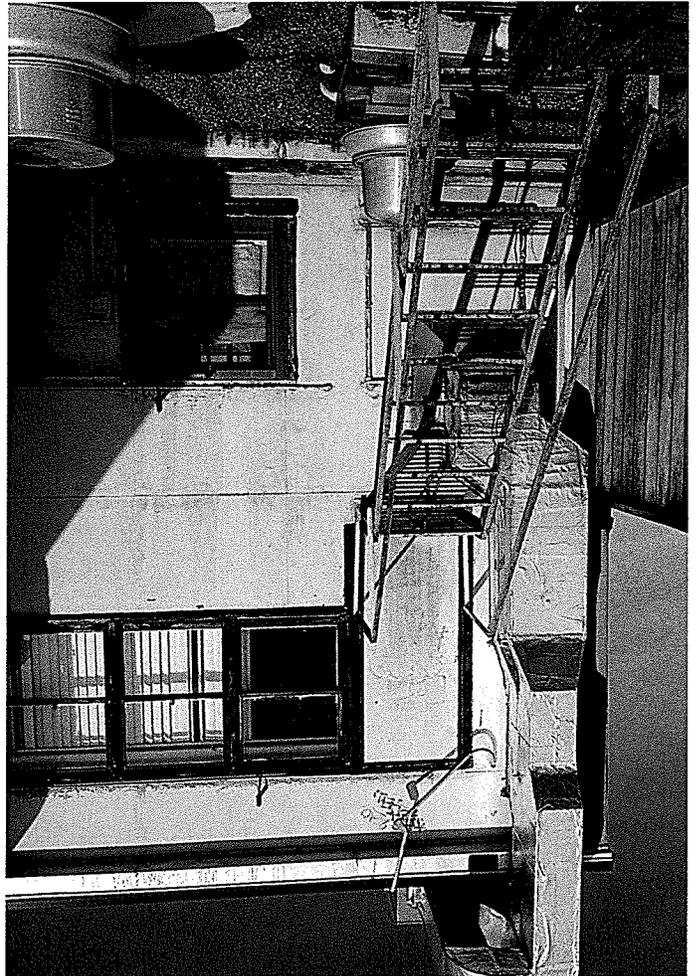


ELEV 'A'

Elevation 'E'



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Elevation 'E'



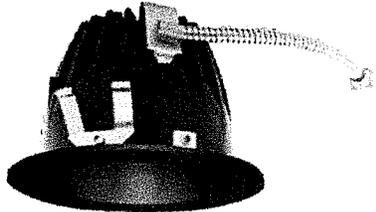
Elevation 'D' 4th Floor A104

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RAB	Indoor	Outdoor	Support	Where to Buy	Login	Logout	Search
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Products Downlights New Construction Round New Construction Round Trim Module NDLED4R-50Y-B-B

DEPARTMENT OF PLANNING & ZONING
 Buy Now



NDLED4R-50Y-B-B

Butterfly bracket allows mounting with bar stock, "C" channel, 1/2" conduit or nailer bars
 Low-profile design allows for installation in ceilings with limited space
 Absolute White 3-step consistency and black body accurate
 Nanostructure lens eliminates "hot spots" providing smooth and efficient light
 90 CRI

Color: Black cone black trim

LED Info

Watts: 0W
 Color Temp: 3000K (Warm)
 Color Accuracy: 90 CRI
 L70 Lifespan: 100,000
 Lumens: N/A
 Efficacy: N/A

Driver Info

Type: Sold Separately
 120V: N/A
 208V: N/A
 240V: N/A
 277V: N/A
 Input Watts: 0W

Dimensions

Weight: 0.0 lbs

Technical Specifications

Listings

UL Listed:
 Suitable for wet locations covered ceiling.

Optical

Photometrics:
 Photometrics are based on prorated reports. Contact the RAB Lighting Design department for the most up-to-date data.
 See photometric data and download IES files here.

Optics:
 50° beam spread with specular thermoplastic optics and Nanostructure lens technology for smooth light output and high efficiency.

Other

Trim Component:
 This component must be ordered with New Construction Round Rough-In in order to make a complete fixture.
 See here for New Construction Round Rough-In.

Dimming:
 Dimmable. Requires rough-in with dimming driver.

California Title 24:
 NDLED4R complies with 2013 California Title 24 building and electrical codes as a residential indoor fixture and commercial indoor fixture for general spaces.

Warranty:
 RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the

GSA Schedule:
 Suitable in accordance with FAR Subpart 25.4.

Construction

Housing:
 Professional-grade, die-cast aluminum construction.

Trim Ring:
 Black powder coated die cast trim ring.

Trim Cone:
 Black round trim cone.

Drop Ceiling Installation:
 NDLED can be installed in drop ceiling tiles when using optional c-channel bars and following local construction codes.

Aperture Size:
 4" Trim Module.

Junction Box:
 Integral junction box with wiring capacity for
 Min 90°C supply conductors
 4 in 4 out

Easy Installation:
 The EZ-Connector makes installation easy.

LED Characteristics

Color Consistency:
 3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.