

**AMENDMENT NO. 1 TO LICENSE AGREEMENT
BETWEEN THE CITY OF ALEXANDRIA, VIRGINIA AND THE ALEXANDRIA
SEAPORT FOUNDATION FOR THE MOORING OF A BARGE
AT THE ALEXANDRIA MARINA**

THIS AMENDMENT to the License Agreement dated December 30, 2021, (“Amendment”) is made this _____ day of March 2022 (the “Amendment Effective Date”), by and between the ALEXANDRIA SEAPORT FOUNDATION, non-profit, tax-exempt organization (“Licensee”) and the CITY OF ALEXANDRIA, a municipal corporation of the Commonwealth of Virginia (“Licensor”), collectively referred to as “Parties”.

RECITALS

WHEREAS, the Licensor and the Licensee are parties to a License Agreement permitting Licensee to operate a floating barge that contains workshops, periodic exhibits and an administrative office, at the Alexandria Marina, dated December 30, 2021 (the “Original License Agreement”); and

WHEREAS, the Licensor and the Licensee wish to amend the Original License Agreement, to operate a second floating barge that contains workshops, periodic exhibits and an administrative office; and

NOW THEREFORE, the Licensor and the Licensee, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

AMENDMENT

1. **TERM/AMENDMENT**: The Term of this Agreement shall not be amended.
2. **PERMITS**: The Licensee shall receive all permits and approvals from the City, State and Federal Government, as deemed appropriate, before the placement of the second barge and shall confirm in writing to the City that all such required permits and approvals have been obtained before placement of the second barge.
3. **WATERFRONT SMALL AREA PLAN IMPLEMENTATION**: The Licensee agrees to the following new provision as an amendment to the Original License Agreement.
 20. **Waterfront Small Area Plan Implementation**: At such time as the City implements the proposed waterfront and flood mitigation improvements to the City Marina, the Licensee shall:
 - a. Remove and relocate one or both barges and all other associated structures to an interim location to be determined in consultation with the City. The relocation of one or both barges and all other associated structures shall be for the duration of related construction activities and for such time as approved by the City.

The timing associated with the removal and relocation of one or both barges and all other associated structures shall be mutually agreed in writing between the City and Licensee. The City will use its best efforts to provide the Licensee with updates on the planning and the design of the flood mitigation improvements which are to be constructed on the adjacent City-owned property.

- b. Allow the City access to enable the City to conduct all necessary preparations in the City Marina to facilitate design and engineering activities in the implementation of proposed waterfront and flood mitigation improvements. The Licensee agrees and accepts that maintenance and/or potential design and engineering activities may result in temporary disruption of Licensee operations, including utility connections, and/or the temporary relocation of one or both barges and all other associated structures. It shall be the responsibility of the Licensee to coordinate temporary utility service to one or both barges and all other associated structures as needed and for the relocation, either within or outside the City's jurisdiction during these time periods.

The timing of interim disruptions to operations, including utility connections, and/or temporary relocation of one or both barges and all other associated structures shall be mutually agreed to in writing between the City and Licensee. The City will use its best efforts to provide the Licensee with updates on the planning and the design of the flood mitigation improvements to be constructed on the adjacent City-owned property.

- c. The Licensee acknowledges that relocation may be required for the duration of field investigations and/or pre-construction activities in addition to the duration of construction.
- d. The City shall not reimburse or provide financial support to the Licensee for the City to implement proposed waterfront and flood mitigation improvements.

- 4. RATIFICATION: Except as explicitly amended hereby, the provisions of the Agreement and all exhibits and attachments thereto are ratified and confirmed, and the Agreement remains in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF this Amendment No. 1 has been duly executed by the Parties hereto as of the date and year first written above.

LICENSEE:

**THE ALEXANDRIA SEAPORT
FOUNDATION**, a non-profit, tax-
exempt organization

By:

Kathy Seifert
Title: Executive Director

LICENSOR:

THE CITY OF ALEXANDRIA,
VIRGINIA, a municipal corporation
of the Commonwealth of Virginia

By:

James F. Parajon
City Manager

Approved as to form:

Karen S. Snow
Senior Assistant City Attorney