

## **FIRST AMENDMENT**

This First Amendment to Agreement (“**Amendment**”) is made and entered into \_\_\_\_\_, \_\_\_\_\_, 201\_, by and between **115 S UNION STREET, LLC**, a Virginia limited liability company (“**Owner**”) and the **CITY OF ALEXANDRIA VIRGINIA**, a Municipal corporation of the Commonwealth of Virginia (the “**City**”).

### **RECITALS**

- A. Bloomvale, Inc., a Netherland Antilles corporation (“**Bloomvale**”) and the City entered into an Agreement dated January 16, 1987, to maximize the availability of public parking within the parking facility for the building at 115 South Union Street, Alexandria, Virginia (the “Agreement”).
- B. Owner, the successor in title to Bloomvale, has developed plans to renovate office/retail building on the property to modernize the interior of the building to be market competitive first class office and retail space. The plans include creating new at grade entrances to the retail space and creating an at grade office lobby as well as a complete renovation of the interior of the building. In order to create the new at grade entrances and lobbies fourteen (14) parking spaces on the first level of the parking facility will be eliminated.
- C. To allow implementation of the planned renovations, Owner has requested, and City has agreed, to amend Section 3 of the Agreement to reduce the number of parking spaces available to the general public for hourly transient pay parking for the general public during evening hours, seven days a week, and on Saturday and Sunday from one hundred (100) parking spaces as provided for in the Agreement to eighty-six (86) parking spaces.
- D. Owner has agreed to extend the term of the Agreement for an additional three (3) years in exchange for the City’s agreement to reduce the number of parking spaces available to the general public for hourly transient pay parking for the general public during evening hours, seven days a week, and on Saturday and Sunday from one hundred (100) parking spaces as provided for in the Agreement to eighty-six (86) parking spaces.

### **AMENDMENT**

In consideration of the sum of Ten and 00/100 dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, and the Recitals which are deemed a material and substantive part of this Agreement, Owners and the City agree to amend the Agreement as follows:

1. Section 3 of the Agreement is hereby amended to reduce the number of parking spaces available to the general public for hourly transient pay parking for the general public during evening hours, seven days a week, and on Saturday and Sunday

from One Hundred (100) parking spaces as provided for in the Agreement to Eighty-six (86) parking spaces.

2. Section 16 of the Agreement is hereby amended to extend the expiration date by an additional three (3) years so that the termination date of the Agreement shall be July 31, 2031.

3. New Section 17 is hereby added and shall state as follows:

Additional Responsibilities of Owner.

a. Owner and Owner's parking garage operator will implement measures to maximize evening and weekend transient public pay parking in the eighty-six (86) parking spaces governed by Section 3 of the Agreement. If requested by the City, Owner will provide the City with an annual utilization report of the use of the parking facility.

b. Owner shall install on the east façade of the building a City of Alexandria standard wayfinding parking sign to increase the public's awareness of the availability of public transient pay parking in the parking facility.

c. Owner and Owner's Parking Garage Operator shall provide a Parking Management Plan that details the management and operation of the eighty-six (86) spaces in the garage. The Plan shall address public availability, hours of operations, access to both levels, and staffing requirements. The Parking Management Plan shall be approved by the Director of T&ES prior to approval of a minor site plan amendment and may be updated as necessary by the Owner and Owner's Parking Garage Operator to address changes in management and operations of the garage. Any changes to the Plan shall be approved by Director of T&ES.

4. Except as modified by this Amendment the terms and provisions of the Agreement remain in full force and effect and are ratified and confirmed by Owner and the City.

This Amendment is executed and delivered by Owner and City pursuant to due and proper authority.

SIGNATURES ON NEXT PAGE.

115 S Union Street, LLC  
a Virginia limited liability company

By: Gimbert Investments LLC,  
a Virginia limited liability company  
its manager.

By: \_\_\_\_\_  
Michael B Gimbert, Manager.

COMMONWEALTH OF VIRGINIA

CITY OF ALEXANDRIA, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by Michael B. Gimbert, Manager of Gimbert Investments LLC, a Virginia limited liability  
company, manager of 115 S Union Street, LLC, a Virginia limited liability company, on behalf  
of the limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Virginia Notary Registration #: \_\_\_\_\_

CITY OF ALEXANDRIA  
a municipal corporation of the Commonwealth of  
Virginia.

By: \_\_\_\_\_  
Mark Jinks, City Manager.

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

COMMONWEALTH OF VIRGINIA

CITY OF ALEXANDRIA, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by Mark B. Jinks, City Manager of the City of Alexandria, a municipal corporation of the  
Commonwealth of Virginia, on behalf of the City.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Virginia Notary Registration #: \_\_\_\_\_