

**AMENDMENT TO LICENSE AGREEMENT
BETWEEN THE CITY OF ALEXANDRIA, VIRGINIA AND ARP WATERFRONT, LLC
FOR THE OPERATION OF OUTDOOR DINING AT THE ALEXANDRIA MARINA**

THIS AMENDMENT to the License Agreement dated March 16, 2020, (“License”) is made this ____ day of May 2021 (the “Amendment Effective Date”), by and between ARP WATERFRONT, LLC ("Licensee") and the CITY OF ALEXANDRIA, a municipal corporation of the Commonwealth of Virginia (“Licensor”) or collectively the “Parties”.

RECITALS

WHEREAS, the Licensor and the Licensee are parties to a License Agreement (Attachment 1) permitting Licensee to operate outdoor dining a portion of the City of Alexandria public right of way land shown and designated on the City of Alexandria Tax Map-Block-Lot Number 075 01-04-02 as “Torpedo Plaza and City Marina” (the “**Plaza**”); and

WHEREAS, Paragraph 6(d) of the Original License Agreement sets forth the Licensee’s responsibilities with regard to Utilities within the Plaza; and

WHEREAS, the Licensor and the Licensee wish to amend the Original License Agreement, to allow the Licensee to remove three (3) light poles within the Plaza; 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, the Parties hereby agree as follows:

AMENDMENT

1. **TERM**: Term of this Amendment shall remain consistent with Paragraph 3 of the Original License Agreement.
2. **AMENDMENT**: Licensee shall comply with SUP #2013-0009; SUP #2014-0128; and SUP #2017-0002 as set forth consistent with Paragraph 6 (a) of the Original License Agreement.
3. **REMOVAL, STORAGE & REINSTALLATION OF LIGHT POLES**: Licensee shall:
 - A. Remove and store the three existing light poles at its expense;
 - B. At the termination of the License Agreement, Licensee shall reinstall and/or replace the light poles. The City shall make the final determination whether the light poles are in a condition to be reinstalled or whether they should be replaced. If the light poles are to be replaced, subject to the written approval of the City,

- the replacement light poles shall be consistent in design, quality and operability as the existing light poles installed at the City Marina. All costs for the installation, repair (if needed) of the removed light poles or the purchase, installation of the replacement light poles shall be paid by the Licensee.
- C. Any and all electrical work, including but not limited to permits, which is required for the removal and reinstallation of the three existing light poles and/or installation of any new light poles to replace the three poles removed pursuant to this Amendment, shall be done and paid for by the Licensee subject to the written approval of the City. All work shall be performed to industry standards, subject to the approval of the City.
 - D. Licensee shall be responsible for any unanticipated work or additional costs and expenses resulting from the removal and/or installation of the three light poles. Licensee shall be responsible to ensure lighting and other electrical service is operable outside the Plaza.
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.

IN WITNESS WHEREOF this Amendment One has been duly executed by the Parties hereto as of the date and year first above written.

SIGNATURE PAGE FOLLOWS

LICENSEE:

ARP WATERFRONT, LLC

By: .
Scott Shaw
Title: Partner

LICENSOR:

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

By: .
Mark Jinks, City Manager

Approved as to form:

Senior Assistant City Attorney