

DISTRICT
WHARF

November 15, 2017

Gangplank Slipholders Association
600 Water Street, S.W.
Washington, D.C. 20024
Attn: Gary Blumenthal, President

Re: The Wharf Marina Redevelopment (“Marina”) portion of Phase 2 of the Overall Southwest Waterfront Project (“Project”) being developed by Wharf Gangplank Marina Leaseholder LLC in Washington, D.C. – OPTION A

Dear Gary:

On behalf of Wharf Gangplank Marina Leaseholder, LLC, and affiliates (collectively “WGML”), the owner of the Marina is pleased to execute this letter of agreement (“Letter”) with the Gangplank Slipholders Association (“GPSA”) in connection with the redevelopment (including transition plans) for the Marina. This Letter shall supersede the prior agreement from 2012 between the two Parties and will be applicable to Existing Liveboards (as defined below) which remain in good standing for duration of the Transition Period (as defined below). WGML and GPSA are hereinafter sometimes referred to collectively as the “Parties”.

Consistent with the Land Disposition Agreement between WGML and its affiliates and the District and as confirmed in the submissions to the Zoning Commission, WGML remains committed to maintaining a vibrant Liveboard community of ninety four (94) licensed slipholders at the Marina. As determined on October 26th, 2017, Attachment 1 is a list of the current existing Liveboard license holders in good standing with WGML under current SLAs as “Existing Liveboards” along with their current parking permit status.

WGML is committed to carrying out a transition plan that allows the Existing Liveboards to remain in the Marina during the construction of Phase 2 of the Project and which maintains the existing levels of services and amenities, ensuring that all Liveboards will have access to their vessels. For clarity, amenities shall include access to utilities, cable/internet, laundry, mail/package receipt, parking (as further described below), 24-hour security, water, and pump out.

The Zoning Commission approved the Stage 1 PUD application for the overall Project by order dated December 16, 2011, in Z.C. Case No. 11-03. Subsequent Stage 2 PUD approvals for cases 11-03A through 11-03I have been received to complete the zoning entitlements for Phase 1 of The Wharf. The Stage 2 Phase 2 PUD application case 11-03J currently under review by the Zoning Commission encompasses the portion of the Project site described in the application and generally referred to as Parcels 6, 7, 8, 9, & 10, Water Buildings 1, 2, & 3, the Marina, and the public open spaces known as the Oculus, the Grove, Marina Way, M Street Landing, and The Terrace (collectively “Phase

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2”). Note that “Phase 3” as referenced in the original 2012 letter is now generally referred to as “Phase 2” and therefore is no longer applicable to the terms of this agreement.

Water Building 3 (“WB3”) is for Marina slipholders both during the Transition Period and after completion and will host the majority of the Liveboard and non-profit slipholder marina services and amenities including management (within back of house, shop, or other working areas), 24/7 security, mail boxes, package delivery / receipt, laundry, showers, restrooms, multi-purpose room, kitchen, and co-work/meeting spaces. Upon completion of the new marina, the Existing Liveboards will be located on Docks X, Y, and Z. WB3, along with a controlled access point at future Water Building 2 (WB2), will constitute the ingress / egress points for the Liveboard community to the adjacent landside parcels.

Transition Plan.

The waterside transition plan prepared by both WGML and Moffatt & Nichol and included with this letter as Attachment 2 (“Transition Plan”) addresses the concerns raised by GPSA related to the redevelopment of the Marina during Phase 2. The Existing Liveboards will be relocated as a single event to the newly or recently constructed docks within the Marina. The relocation will occur within Docks X, Y, and Z but in all events materially consistent with the Transition Plan such that within the footprint of the new Marina docks there is space for each of the Existing Liveboard slipholders. Inherent within the Transition Plan is the previous transition to Z-Dock for eighteen (18) of the Existing Slipholders that was completed in January of 2017 after WGML advanced the construction of that dock during Phase 1 in order to build the public Recreation Pier.

Transition Plan contained in Attachment 2 has been reviewed and approved by the Parties. WGML will not materially amend or modify the Transition Plan without the reasonable approval of the GPSA, which approval will not be unreasonably withheld, conditioned, or delayed. The Transition Plan shall govern the time period from the execution of this document through the latter of the commencement of Garage 3 operations or the substantial completion of the public spaces between Parcels 9 & 10 (defined as the “Transition Period”).

Transition Period Parking.

These Parking sections (Transition and Permanent) of the agreement solely apply to the subset of Existing Liveboards remaining in good standing that are noted in the “Parking Tag” column of Attachment 1 (herein defined as “Active Parkers”).

At least thirty (30) days before the closure of the existing surface parking lot, WGML will provide tangible options for substitute parking solely for the Active Parkers during the Transition Period (defined as “Interim Parking”). WGML commits to focusing its efforts to identify these tangible options specifically on the properties located proximate to Waterfront Station Metro stop. Prior to March 31, 2018, GPSA shall equitably

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determine a method for the Active Parkers to select a parking space from the list of options provided by WGML. WGML shall reasonably review the method prior to implementation which approval will not be unreasonably withheld, conditioned, or delayed.

The Interim Parking will be identified in one or more area garage(s) or parking lot(s) located within the area shown on Attachment 3 as well as the garages at L'Enfant Plaza (900 L'Enfant Plaza SW) and at Hyatt Place (400 E St SW). WGML shall ensure that not more than fifty percent (50%) of the Interim Parking will be contained in the L'Enfant Plaza and Hyatt Place facilities except for in the case of WGML providing Substitute Parking as more fully described in the paragraph below.

This facilitation for Interim Parking begins with WGML identifying one or more area parking garage/lot operators that have monthly spaces available for all of the Active Parkers to rent monthly parking. WGML does not make any representation that such parking will be available without disruption during the period of construction. If during the Transition Period more than ten percent (10%) of the initially identified Interim Parking spaces are no longer offering monthly parking/permits, upon request, WGML will identify replacement option(s) within seven (7) business days for the displaced Active Parkers ("Substitute Parking). This commitment to identify Substitute Parking shall not be applicable to any Active Parker which has become displaced as either a result of breach of contract with the parking operator (in which case such individual shall no longer be deemed an "Active Parker" for purposes of this agreement) or voluntarily due to a commercial rate increase.

At all times during the Transition Period, the Active Parkers that elect to proceed with obtaining Interim Parking shall do so directly with the respective parking garage / lot operator(s) at such operator's stated rates.

Further, on M Place generally proximate to WB3 and the current gangway entrance to Z-Dock, WGML will identify and maintain during the Transition Period two (2) reserved handicap spaces and three (3) spaces with signage specifically indicating that said spaces are reserved for Marina loading/unloading and deliveries. Finally, during the construction of Phase 2, WGML will evaluate opportunities to increase the number of interim loading/unloading spaces accessible to the Marina, as may become available and from time to time, through temporary configurations in the to-be-rebuilt area known as The Terrace.

Permanent Parking.

Upon commencement of Garage 3 operations, the Active Parkers will be provided an opportunity to rent non-assigned monthly parking in an area designated and maintained for Marina Liveboards within Garage 3. WGML commits to maintain parking spaces in an amount equal to the greater of the number of then remaining Active Parkers or forty-seven (47). WGML's obligation with respect to this provision of permanent parking for Active Parkers is a one-time event upon commencement of Garage 3 operations. The

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Active Parkers that elect to obtain parking will do so directly from the respective parking garage/lot operator(s) at such operator's then current market rate.

WGML will continue to provide a zoning-compliant number of handicapped parking spaces for rent within Garage 3. On M Place, generally proximate to WB3 and the current gangway entrance to Z-Dock, two (2) spaces that will serve on a non-exclusive basis the Marina's need to accommodate loading/unloading large items (i.e., appliances, furniture, parts, and supplies), with signage specifically indicating that these spaces are reserved for Marina loading/unloading and deliveries only, will be provided. Further, two spaces (2) that will serve on a non-exclusive basis the Marina's need to accommodate loading/unloading, with signage specifically indicating that these spaces are reserved for Marina loading/unloading and deliveries only, will be provided generally proximate to WB2.

GPSA acknowledges WGML's obligations related to all parking provisions described herein is not transferable to a future licensee or Liveboard slipholder either prior to or after the establishment of Interim Parking. WGML and GPSA together further acknowledge that the closing of the Gangplank surface parking lot and identification of substitute Interim Parking locations in area garages (a) ends the inclusion of parking within the slip fee at Gangplank, and thus becomes an additional cost to the Existing Slipholder, and (b) requires each Existing Slipholder whether or not using Interim Parking, to promptly move all vehicles and property out of the Gangplank surface parking lot upon fifteen (15) days advance notice from WGML.

Slip License Agreement.

The updated 2017 form of the Slip License Agreement ("SLA") and related Marina Rules and Regulations is attached hereto as Attachment 4. The SLA has been edited, reviewed and approved by the Parties.

Transition Period Fee Increases.

WGML has agreed to provide the Existing Liveboards with a slip fee and Liveboard fee schedule with pre-established annual increases until the completion of the Transition Period as described in the chart below. This rate schedule is exclusively for the Existing Liveboards and is not transferable to a future licensee or liveboard slipholder. If completion of Transition Period extends beyond the 2021/2022 SLA period, Annual Slip fee rate with increase by \$1.25/foot per month and the Annual Liveboard Fee will increase by \$15.00 per month upon each SLA renewal until Transition Period has concluded, provided that such additional increases beyond the 2021/2022 SLA period shall not exceed the then current market rates.

Existing Liveboard Fee Schedule	Slip Fees	LA Fees
Existing	\$ 11.85	\$ 154.53
2018/19 SLA	\$ 13.61	\$ 175.00
2019/20 SLA	\$ 13.61	\$ 190.00

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2020/21 SLA	\$ 15.85	\$ 205.00
2021/22 SLA	\$ 16.85	\$ 220.00

Upon completion of the Transition Period, all Liveboard slips will adjust to the then current market rate. Upon completion of the sale of any vessel, the associated slip will adjust to the then current market rate.

Each year during the Transition Period within at least forty five (45) days following the published SLA renewal date, WGML shall notify the Existing Liveboards of the then current market rate for non-Existing Liveboards. This rate shall be provided solely for informational purposes to the Existing Liveboards and does not represent an offer to license additional slip space.

WGML shall notify in writing the Existing Liveboards of the anticipated market rate at least nine (9) months prior to the anticipated completion of the Transition Period.

Disposition Plan.

As discussed, the principles guiding a mutually acceptable disposition plan for the Existing Liveboard vessels is that the plan is simple, clear, transparent, and a fair process not subject to manipulation by any party. In accordance with such principles, the Parties have agreed as follows:

- If any of the Existing Liveboard owners elect to leave the Marina and sell their respective vessel, the marina management company on behalf of WGML will allow the buyer to obtain Liveboard status with the purchase of the vessel and execution of a current SLA with addendum provided:
 - Seller is in good standing under the terms of the SLA (i.e. no breach or default under the SLA).
 - Vessel is in good standing (i.e. complies with laws and the marina rules and regulations, marine sanitation, safety and environmental compliance).
 - Buyer has executed and delivered to the marina management company a current annual SLA with addendum for Liveboard status. In the event the buyer does not execute the addendum for Liveboard status, WGML shall have no further obligation to provide Liveboard status to such buyer or any successor.
 - If the marine and value survey prepared in connection with the sale and provided to the marina management company as noted below, does not reflect a value of the vessel at the greater of 20% of the sale

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price or \$10,000, the buyer will be required to post a deposit/bond/letter of credit in the amount of \$100/FT (i.e., \$100 x length of boat) to cover any costs of the Marina owner associated with the commercial cost to dispose/salvage the vessel.

- Buyer has provided and the marina management company has reviewed and reasonably approved, such application forms, credit or other information as is reasonably and customarily requested of slipholders for Liveboard status by marina companies.
- Buyer has provided true, correct and complete copies of all due diligence information and materials obtained by the buyer in connection with the purchase of the vessel including but not limited to the final contract of sale, bill of sale, and a customary marine and value survey.
- If a seller is prepared to conclude a sale of a vessel, the seller will promptly notify the marina management company. Upon receipt of notice together with the information noted above, the marina management company will have 10-business days to process the request for confirmation of Liveboard status to the buyer. Within such 10-day period, the marina management company will notify the seller and buyer in writing that (i) the sale has been approved or (ii) the sale has not been approved and a list of any further required information (if any) that is necessary in order to process the request. If additional information is requested, the seller and buyer will timely provide the marina management company with the requested information and upon receipt of all of the requested information, marina management will again have 10-business days to complete the confirmation process. The marina management company will receive an administrative fee of \$300 for each request for confirmation of Liveboard status.
- The marina management company's sole responsibility in connection with the disposition process is to (a) provide a notice board in the management office where the Seller will post the notice of sale, (b) provide notice of the proposed sale on the marina website with the name and contact information of the Seller, and (c) in its reasonable discretion, take actions to protect the interests of the Marina and WGML.
- Any attempt to transfer, assign, sell, barter or trade Liveboard status other than through the disposition process or the death/disability/divorce/gift

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transfer provisions noted herein will be a material breach of the SLA without the benefit of notice and cure.

- Existing Liveboards have the ability to transfer the vessel due to death, permanent disability, and divorce as well as via gift to an immediate family member provided that such transferee conforms to the terms herein related to a buyer. In such an event, the transferor (or its estate) must provide notice to WGML of the transfer.
- Existing owners of vessels will have the right to replace an existing vessel with a new or replacement vessel subject to such vessel satisfying the Marina requirements.
- WGML will commence the restoration of the number of Liveboard licenses to a minimum of ninety-four (94) within twelve (12) months of the completion of the Transition Period. There will be a reasonable process established by WGML for filling the available Liveboard licenses.

Vessel Purchase Program

WGML has agreed to establish a program through which WGML or an affiliate would acquire Existing Liveboard vessels inclusive of the Liveboard status (defined as the “Vessel Purchase Program”). The Vessel Purchase Program would be available upon written request from an Existing Liveboards for 12 months from the date of this agreement.

The program will be an expedited binding contract similar to a 3rd party sale process but with the price pre-set at Fifteen Thousand Dollars (\$15,000.00) above the appraised vessel value (vessel fair market value). The appraisal will be performed by a licensed marine appraiser mutually acceptable to WGML and the Existing Liveboard from a pre-established list. The balance of the details of the Vessel Purchase Program will be set out in a separate notice to the Existing Liveboards within sixty (60) days of the date of this letter.

Statement of Support

In consideration for the terms and conditions set forth in this Letter, GPSA represents and warrants that it shall provide full and timely support in connection with WGML’s applications, permits and approvals related to Phase 2 of the Project, including but not limited to Zoning/PUD, Commission of Fine Arts, ANC 6D, Tenant Permit and License approvals, and United States Army Corps of Engineers and shall reasonably cooperate with WGML in connection with the transactions contemplated herein including those identified in the Transition Plan.

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A draft of the letter of support for the Zoning/PUD process from GPSA is included as Attachment 5, which shall not be materially changed without the agreement of the Parties.

Summary of Agreement

The terms of this Letter along with all referenced Attachments shall be binding on and inure to the benefit of the Parties and their successors and assigns.

This Letter with all referenced Attachments constitutes all of the terms and conditions of the agreement by and between the Parties. The Parties will continue to diligently work together and with good faith efforts consummate the transactions contemplated herein. In the event of a material breach of this Letter by any of the Parties hereto, if such breach is not satisfied within a reasonable time after receiving notice of the breach (such cure time not to exceed ten (10) business days), the non-breaching Parties will not have any further obligations with respect to the proposed transactions contemplated herein. In addition, the non-breaching Parties will have the right to enforce the terms of this Letter including through specific performance in which event all costs and expenses (including reasonable attorneys' fees) associated with such enforcement will be borne by the Party breaching this Letter.

At any time after execution of this Letter and during the Transition Period, provided that there is no uncured material breach of the Letter by WGML or its affiliated parties, GPSA warrants that it will both:

- A) Provide letters of support and or other forms of public testimony as needed by WGML, its successors and assignees, in any legal challenges, PUD appeals, or suits brought against WGML related to the Marina and the Project or its redevelopment.
- B) Will not bring any legal challenges, PUD appeals, or suits against WGML related to the Marina and the Project or its redevelopment.

This Letter is governed by the laws of the District of Columbia. Each individual executing this Letter hereby represents and warrants that such individual is duly authorized to execute and deliver this Letter on behalf of such named entity or company and that this Letter is enforceable against said entities in accordance with its terms. This Letter may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Letter, including any referenced Attachments and exhibits hereto, represents the entire understanding of the Parties and supersedes all written or oral agreements between them with respect to the transactions contemplated herein.

The Parties signing this Letter on behalf of such entity identified represent and warrant that they have been duly authorized on behalf of such entity to sign this Letter and abide by the terms herein.

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This Letter is made by the Parties on the date first written above.

ON BEHALF OF WGML:

Wharf Gangplank Marina Leaseholder, LLC

By: Lamont Hoffman, Co-President

ON BEHALF OF GPSA:

By: Gary Blumenthal, President

REVIEWED AND ACCEPTED ON BEHALF OF ANC 6D:

By: Andy Litsky, Chairman ANC 6D

ATTACHMENT #1: Existing Liveboards

SLIP #	BOAT NAME	OWNER	SENIORITY	YEAR	MONTH	LENGTH	Parking Tag
B-09	Doo-Wop	Thiel	1	1991	1	44	Y
Z-18	Adios	Day	2	1995	1	52	Y
B-23	The Timothy B	Carpenters	3	1998	1	44	Y
D-27	Jane B	Henry	4	1998	1	38	Y
Z-22	Sunshine	Hannigan	5	2001	1	45	Y
B-02	Shalva	Ruttenberg	6	2001	1	65	Y
Z-17	The Mayor	Etter	7	2001	10	44	Y
A-05	Squeeze Box	Abersold	8	2003	1	46	Y
B-14	Special K	Hatchell	9	2004	1	29	Y
Z-21	The Amazing Grace LLC	Grace	10	2004	1	55	Y
Z-16	The Black Pearl	Madden	11	2005	6	48	Y
Z-15	Rolling Bay	Waesche	12	2005	5	46	Y
B-05	Laconic	Wetzler	13	2005	9	48	Y
B-08	Grace O'Malley	Johnson	14	2005	12	50	Y
B-07	Belle Maren	Cox	15	2006	7	56	Y
C-08	Blue Skies	Henderson	16	2007	5	44	Y
B-22	Our Island	Marchi	17	2007	6	51	Y
Z-07	Cirrhosis of the River	Eland	18	2007	8	48	Y
A-20	Panacea	McGlauglin	19	2007	8	51	Y
A-17	Spiritwood II	Butler	20	2007	9	40	Y
C-07	Tar Keel	Chambers	21	2007	11	49	Y
Z-06	Argo	Kopp	22	2007	11	42	Y
C-18	Outer Marker	Fields	23	2008	7	36	Y
C-16	Sea Tigress	Friestad	24	2008	10	44	
C-26	Miss Behavin'	Christianson	25	2008	11	39	Y
C-10	Bobbel K	Davis	26	2009	1	38	Y
D-17	Capital Idea	Galasso	27	2009	4	44	
C-30	Rolling Stone	Moore	28	2009	5	30	Y
Z-13	La Joyeuse	Jones	29	2009	11	53	Y
A-22	Big Momma	Roberts	30	2010	3	45	
B-06	This Side Up	Schneider	31	2010	4	42	Y
Z-12	You're Welcome	Bellas	32	2010	5	51	Y
C-24	Stumbling Dutchman	Goldhor	33	2010	5	44	Y
A-24	Speak Easy	Grabowski	34	2010	8	43	Y
A-14	Ty Me Up	Copeland	35	2010	9	34	
C-25	Yellow Rose	Heet	36	2011	1	48	Y
T-05	Cantina Officina	Cleveland Q LLC	37	2011	4	42	Y
C-05	Suits Us	Richmond	38	2011	6	49	Y
C-06	Half Moon	Hultman	39	2011	6	34	Y
Z-20	Golden Princess	Nichols	40	2011	10	59	Y
Z-11	White Heron	Zinsmeister	41	2011	12	51	Y
B-10	Dream Boat	Pafford	42	2012	4	60	Y

SLIP #	BOAT NAME	OWNER	SENIORITY	YEAR	MONTH	LENGTH	Parking Tag
C-01	Ms. CA Bunny	Fawcett	43	2012	4	57	Y
C-17	Digger	Rose	44	2012	4	43	Y
Z-10	Roxster	Garelli	45	2012	6	54	Y
D-06	Pugwash	Elson	46	2012	6	35	
C-28	Ed's Joy	Chitwood	47	2012	8	41	
A-11	Floating Bear	Dicke	48	2012	9	49	Y
A-13	Reckless Abandon II	Picard	49	2012	9	35	Y
A-03	Wave Dancer	Caswell	50	2012	12	51	
C-18	Dacha	Szefler	51	2013	6	39	Y
C-28	Commutable	Surina	52	2013	6	38	Y
T-08	Fresh On the Boat	Mukhi	53	2014	3	42	Y
Z-09	Agua Culture	Blumenthal	54	2014	4	50	Y
C-04	The S.M.A.K.	Woeber	55	2014	6	45	Y
B-04	Toora Loora	Simon	56	2014	7	52	Y
Z-19	Someday Came	McPherson	57	2014	8	59	Y
C-11	A Little Nauti	Curry, K	58	2014	8	44	Y
B-19	Gwyn	Lahm	59	2015	1	52	Y
T-06	Tycho Brahe	Wall	60	2015	1	67	Y
B-12	Third Mate	Waisiak	61	2015	5	62	Y
A-09	Virginica	Powell	62	2015	7	39	
Z-08	Seanchaí	Bloom	63	2015	10	54	Y
B-11	Jamie Marie	Sloan	64	2015	10	58	Y
C-03	Kane Mutiny	Kane	65	2015	10	46	Y
C-09	The Big Easy	McCartney	66	2015	10	40	Y
A-16	Bella Betsi	Rowe	67	2015	12	59	Y
A-15	Sirah Tova	Stehney	68	2016	1	45	Y
B-13	Serendipity	Link	69	2016	2	38.5	Y
C-14	Irish Mist	Pierson	70	2016	2	44	Y
A-04	Plan B	Burns	71	2016	3	52	Y
B-06	National Debt	Heet	72	2016	7	50	
C-13	Sojourner	Poston	73	2016	6	46	Y
A-10	Faithful	Rozeboom	74	2016	6	41	Y
C-23	Entropique	Hobbs	75	2016	6	43	Y
A-1/2	Monticello	Waisiak	76	2016	6	80	Y
C-15	Act of Grace	Schaeffer	77	2016	7	41	Y
C-19	Tanalac	Andre	78	2016	7	45	Y
Z-05	KingFisher	Shacklee	79	2016	8	43	Y
A-12	Four Seasons	Ricks	80	2016	8	52	Y
C-29	Night Shifty	DeFries	81	2016	9	42	Y
C-2	San Tress	Walker	82	2016	10	51	Y

SLIP #	BOAT NAME	OWNER	SENIORITY	YEAR	MONTH	LENGTH	Parking Tag
A-07	Katie Claire	West	83	2016	12	40	Y
C-22	One More Day	Curry, J	84	2016	12	40	Y
C-20	Archimedes	Kemper	85	2017	3	38	Y
B-24	Happy Place	Blanter	86	2017	6	35	Y
B-18	Shannons Steal	Norwood	87	2017	6	42	Y
C-12	Sea Change	Wells	88	2017	9	36	Y

Attachment #2: Transition Plan – OPTION A**1. Summary of Approach and General Terms:**

WGML and their consultant, Moffatt & Nichol, have prepared a construction and transition schedule for the construction of Phase 2 of The Wharf (inclusive of the Marina). Consistent with the previously completed Phase 1 transition plan, the principles and approach for all stages of the Phase 2 plan are as follows:

- a) All Liveaboard vessels are accommodated within the Marina during the construction process.
- b) Continuity of all existing services provided to the Liveaboard vessels in the Marina (as further described herein).
- c) In the event that boat movements are required other than the final move to completed X, Y and Z docks, WGML will provide written notice at least fourteen (14) days in advance.
- d) Prior to the commencement of the Interim Parking, WGML will maintain Marina parking in its current location or in an adjacent owned / controlled facility within the Phase 2 land area.
- e) WGML will maintain pedestrian access to the existing security building and facilities while they remain in use for Liveaboards during construction.
- f) In the event that construction prevents access by Z dock slipholders to existing shower and bathroom facilities, alternate portable toilet / sink / shower facilities will be provided by WGML reasonably near the entrance to Z dock.
- g) Consistent with the existing conditions, WGML will be responsible for keeping the designated pedestrian access routes on WGML property lit, clear of debris, ice and snow in accordance with District laws.
- h) Construction activities will be performed during DCRA permitted hours.
- i) Marine demolition and Pile Driving hours shall be restricted as follows: 8:00 am – 5:00 pm Monday through Friday.
- j) Marine demolition and Pile Driving scheduled outside of the pre-defined work hours (or on Federal Holidays or weekends) will require a minimum of seven (7) days advance written notice to the Marina slipholders.
- k) Construction activities which require any type of construction barge or vessel to be located within the clearance required for access by a life safety vessel to all Liveaboard vessels for longer than eight (8) hours will require a minimum of three (3) days advance written notice to the Marina slipholders.
- l) Construction activities will be in accordance with all DCRA, ACOE, and DOEE permits, including commercially available methods of dust control, turbidity and containment of wind blow debris. Excessive dust/debris shall be removed by WGML's Contractor.
- m) At all times during the construction activities, WGML will provide for active vermin control to include:
 - a. Removal of rodent bodies as required
 - b. Removal of trash as required
 - c. Removal of all construction debris on existing A, B, C and Z docks as required
 - d. Additional use of reasonable measures as required to mitigate vermin population
- n) After vessel relocation and upon completion of the docks, contractor foreman/supervisors/managers registered with WGML shall maintain access to X, Y, Z docks or WB3. All workers shall be supervised by authorized personnel and shall access the docks and complete their work in a respectful and workmanlike manner.
- o) Any material changes to the Marina-specific duration or construction sequencing must be communicated in writing to the Marina slipholders with at least ten (10) days' notice.
- p) WGML shall develop an emergency evacuation plan for the Marina for the Transition Period.
- q) All notices to Marina Slipholders may be delivered electronically to the address on file with the Marina.

WGML will facilitate communications with GPSA in the following ways for Construction & Operations Communications:

- 1) WGML and GPSA will each designate an individual as a construction/operations representative that is deemed authorized to receive and deliver communications on the behalf of each party it represents.
- 2) Representatives will meet on a monthly basis with a designated representative from the Contractor to discuss progress of construction activities, concerns related to adjacent construction, and propose mitigation strategies (if appropriate).
- 3) Representatives will meet on an as-needed basis as determined by either WGML or GPSA with a designated Marina management representative to discuss issues related to disruption to services and amenities with in the Marina during construction.

In the following sections, the specifics of the above principles and approach are presented.

2. Boat Movement and Construction Plan

An overview of the Phase 2 Wharf Gangplank Marina construction/transition plan is depicted in the attached graphics labeled "*Attachment A – Waterside Transition Plan.*" Estimated construction durations are depicted both in the referenced Attachment A as well as for each Stage of the Phase 2 work outlined below.

The construction activities during the Phase 2 project for the Marina can be clearly described in three stages:

Stage 1 - Spring 2018: Demolition of Pier 3, K and T-Docks

The Stage 1 activities are comprised as follows:

- Cantina Marina has closed.
- The current Liveaboard vessels located on T-Dock will be relocated by WGML.
- The Marina management office will be relocated to an interim landside location proximate to the Marina.
- The commercial vessels currently docked in K and T-Docks will be relocated by WGML.
- Liveaboard vessels currently located on A, B, C, & Z docks will remain in their current slips.
- Utilities including water, electric, trash, pump out, 24/7 security, shower restrooms, laundry, cable / internet service, US mail and package delivery / receipt and parking (as outlined in the Letter of Agreement) will not be materially impacted beyond limited shut-offs, turnovers, and other short term closures reasonably necessary to complete the work. WGML shall endeavor in good faith to minimize such interruptions and shall notify the Marina slipholders two (2) or more days in advance whenever possible (subject to emergency repairs or insufficient notices from third parties).
- WGML will utilize a portion of the surface parking lot for material delivery, demolition hauling, equipment access, construction trailers, and other related uses.
- A portion of the existing sidewalk proximate to the bulkhead between Pier 3 and the security building will be closed for reconstruction activities.
- Pedestrian access to A, B and C Docks will be maintained through the existing surface parking lot or along Water Street.
- Pedestrian access to Z dock will be maintained at all times through Waterfront Park from the corner of M Place and Water Street SW near the entrance of the 525 Water residential building.
- Demolition of Pier 3 and K and T-Docks will commence.

Stage 2 - Spring 2018 through Spring 2019: Construction of Bulkhead East, WB3 and X and Y Docks.

The Stage 2 activities are comprised as follows:

- Maritime construction of X and Y Docks and Bulkhead East will commence.
- The Marina management office will remain in an interim landside location proximate to the Marina.
- Liveaboard vessels currently located on A, B, C, & Z docks will remain in their current slips.
- Utilities including water, electric, trash, pump out, 24/7 security, shower restrooms, laundry, cable / internet service, US mail and package delivery / receipt and parking (as outlined in the Letter of Agreement) will not be materially impacted.
- WGML will utilize a portion of the surface parking lot for material delivery, demolition hauling, equipment access, construction trailers, and other related uses.
- A portion of the existing sidewalk proximate to the Bulkhead East between Z Dock and the security building will be closed for reconstruction activities.
- Pedestrian access to A, B and C Docks will be maintained through the existing surface parking lot or along Water Street.
- Pedestrian access to Z dock will be maintained through Waterfront Park from the corner of M Place and Water Street SW near the entrance of the 525 Water residential building.
- WB3 barge and building will be floated into position and X and Y dock construction completed.
- Liveaboard vessels will be relocated into the new slips at the completion of X and Y docks and completion of waterside access between X, Y and Z docks.
 - A final slip assignment plan for all vessels will be provided at least thirty (30) days in advance of the commencement of the relocation.
 - During the final relocation period, each Liveaboard will be provided three (3) or more days written advance notice before relocation
- Access to X, Y, and Z docks as well as WB3 will remain from the existing gangway serving Z dock.
- Priority for slip assignment will be based on:
 - Seniority
 - Slip/vessel size
 - Special access requirements and or vessel access requirements
- Marina 24/7 security personnel and management team (within back of house, shop, or other working areas) will be relocated to WB3.
- As needed, existing access cards for Marina slipholders will be updated for access to X, Y and Z docks and WB3.
- Showers/restrooms, US mail and package delivery/ receipt, and laundry will be fully commissioned, operational and available to Marina slipholders at WB3.

Stage 3 - Spring 2019 through Spring 2022: Construction of Bulkhead West, WB1, WB2, W & V Docks and Landside Parcels 6 through 10.

The Stage 3 activities are comprised as follows:

- The existing surface lot will be fully closed and temporary offsite parking will be established per the terms of the Letter of Agreement.
- Liveaboard vessels now located on X, Y and Z docks will remain in their current slips subject to the Slip License Agreement.

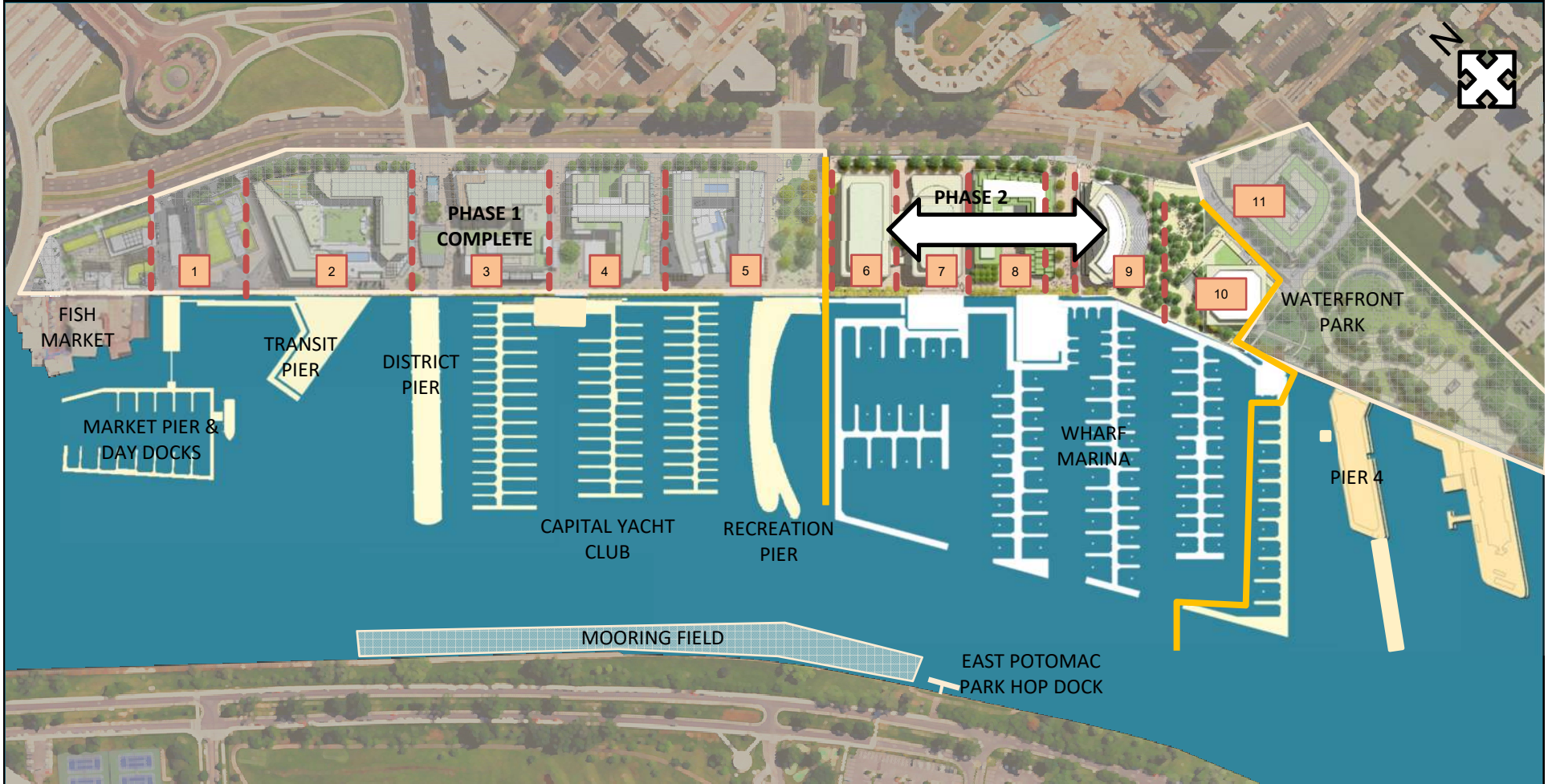
- Utilities including water, electric, trash, pump out, 24/7 security, shower restrooms, laundry, cable / internet service, US mail and package delivery / receipt and parking (as outlined in the Letter of Agreement) will not be materially impacted.
- Site preparation and excavation will begin for Parcels 9 & 10.
- Suitable barriers and lighting will be erected around the site for access to the Marina.
- The existing Marina security building and A, B, and C Docks will be demolished.
- Pedestrian access to WB3 will be maintained through Waterfront Park from the corner of M Place and Water Street SW near the entrance of the 525 Water residential building.
- Access to X, Y, and Z docks as well as WB3 will remain from the existing gangway serving Z dock. The final gangway configuration, which enters through WB3, will be established upon the opening of the public spaces between Parcel 9 & 10.
- Short-term drop-off locations and handicapped parking will be maintained on M Place per the Letter of Agreement through this period of time.
- Construction of WB1, WB2, V-Dock, W-Docks, and Parcels 6 through 10 will be completed.
- WGML will not be able to provide direct access from the Marina to the completed Phase 1 areas along Bulkhead East, Bulkhead West, or the south side of Maine Avenue due to construction activities.

3. Cost and Responsibility of Relocation of Vessels

As applicable for barges and boats that cannot move under their own power, WGML will be responsible for moving each of the vessels from the current slip to the newly designated slip during Stage 2 above.

A safety check, including electrical testing initially performed by WGML, will be required prior to moving a vessel. It is the Vessel Owner's responsibility to bring their vessel into compliance with the NEC requirements for marina shore power systems and ground fault protection prior to the scheduled boat move into the new slips.

Slipholders will not be reimbursed for any moving expenses such as boxing, hauling, or storage. It is expected that each Slipholder will secure all belongings and be properly insured prior to the move as the Marina will not be responsible for damage to personal belongings.



DISTRICT WHARF PHASE 2 CONSTRUCTION SEQUENCING PLAN

EXISTING SITE PLAN



OPERATIONS

- | | |
|-------------------------------|--------------------------------------|
| 1. Management Office: | Pier 3 |
| 2. Shower, Laundry, and Mail: | GPM Pier |
| 3. Slip Access: | GPM Pier, Waterfront Park, Promenade |
| 4. Marina Parking: | Surface Lot |

Legend

- | | |
|--|-----------------------------------|
| 6 | Parcel Designation |
| D | Gangplank Marina Dock Designation |
| Z | Wharf Marina Dock Designation |

- | | |
|---------------------|--|
| Temporary Access | |
| Existing structures | |
| New structures | |

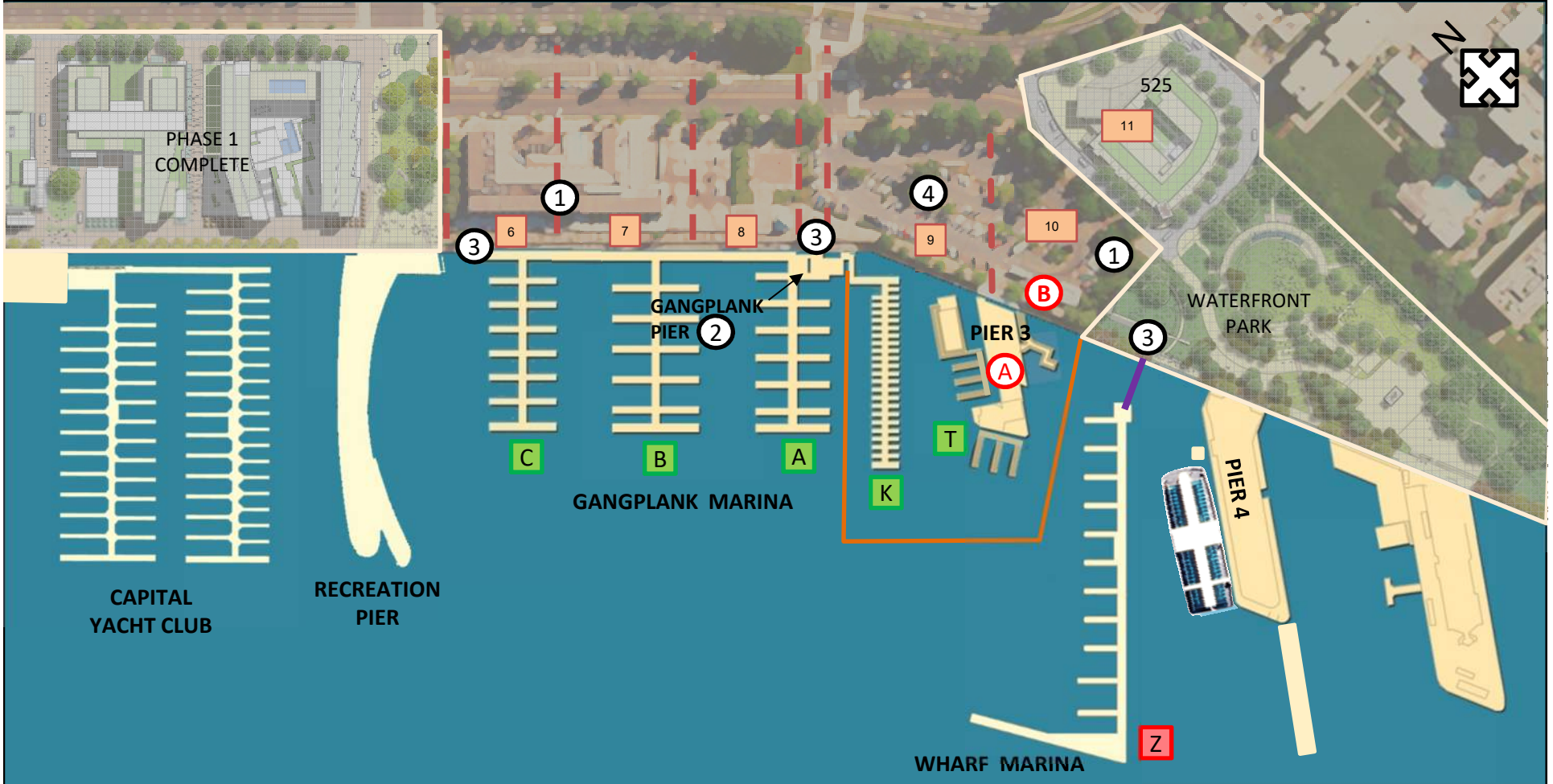


OPERATIONS

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Management Office: 2. Shower, Laundry, and Mail: 3. Slip Access: 4. Marina Parking: | <ul style="list-style-type: none"> Interim Channel Inn or on-site trailer GPM Pier (mail in surface lot) GPM Pier, Waterfront Park, Promenade Surface Lot |
|--|---|

ACTIVITY:

- A. Relocate vessels from K & T Dock

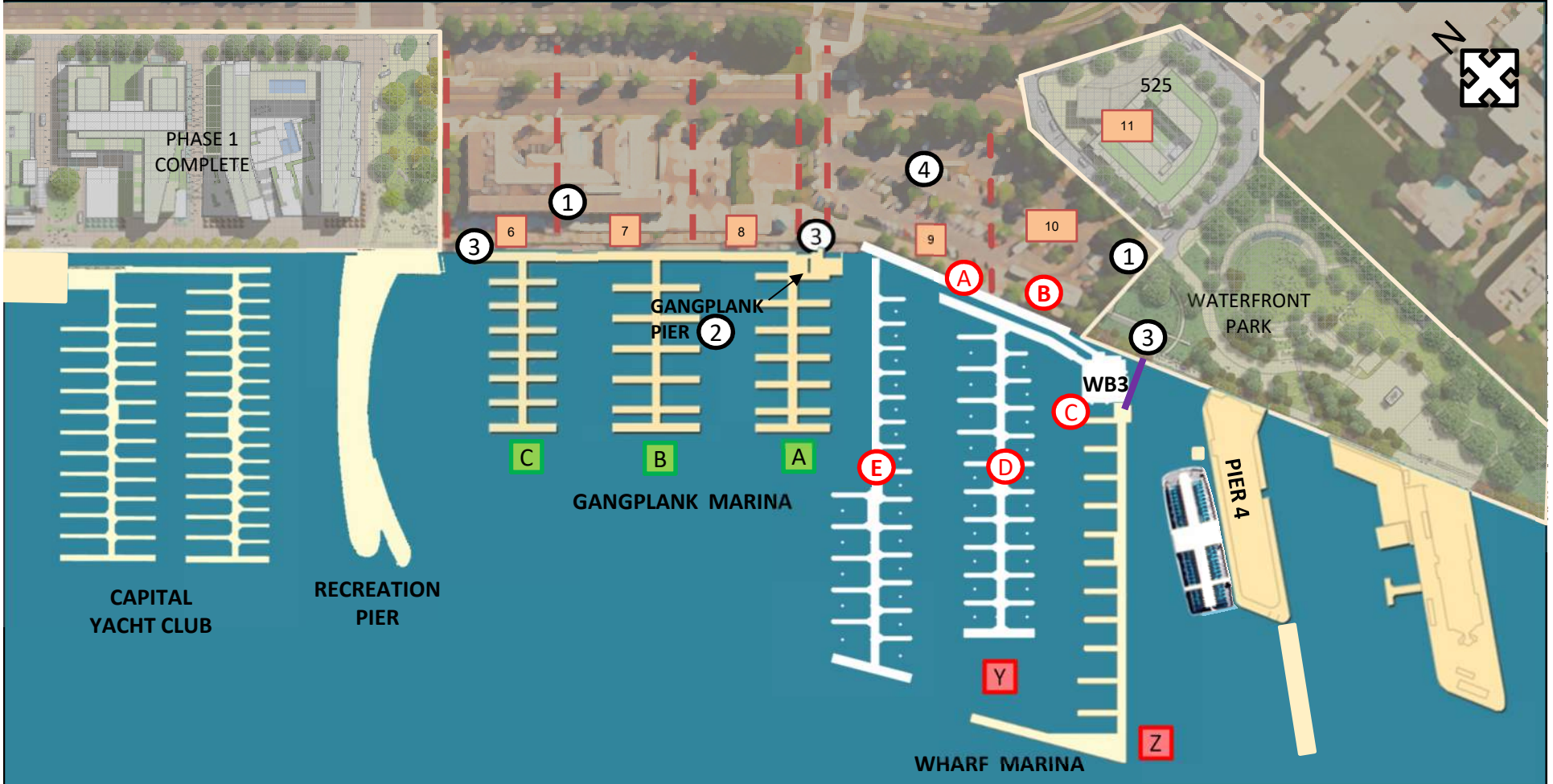


OPERATIONS

- | | |
|-------------------------------|--|
| 1. Management Office: | Interim Channel Inn or on-site trailer |
| 2. Shower, Laundry, and Mail: | GPM Pier |
| 3. Slip Access: | GPM Pier, Waterfront Park, Promenade |
| 4. Marina Parking: | Surface Lot |

ACTIVITY

- A. Demo Pier , K & T Docks.
- B. Construction Staging Area & Partial Closure of Surface Lot

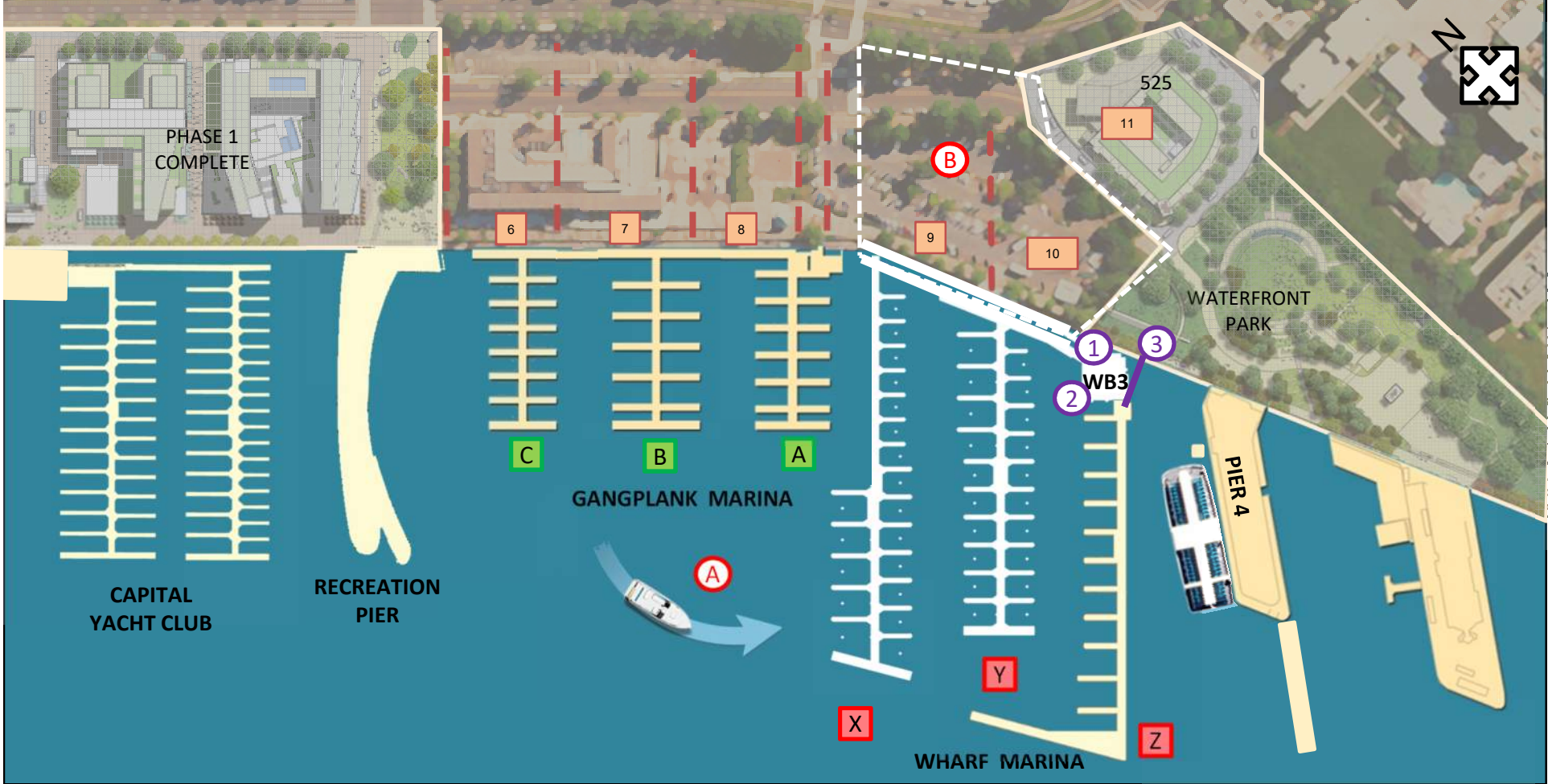


OPERATIONS

- | | |
|-------------------------------|--|
| 1. Management Office: | Interim Channel Inn or on-site trailer |
| 2. Shower, Laundry, and Mail: | GPM Pier |
| 3. Slip Access: | GPM Pier, Waterfront Park, Promenade |
| 4. Marina Parking: | Surface Lot |

ACTIVITY

- A. Phase 2 Bulkhead East Construction
- B. Construction Staging Area
- C. Deliver WB3 Float & Building
- D. Construct Y Dock
- E. Construct X Dock (Partial)



OPERATIONS

- 1. Management Office: WB3
- 2. Shower, Laundry, and Mail: WB3
- 3. Slip Access: Waterfront Park
- 4. Marina Parking: Offsite

ACTIVITY

- A. Relocate Vessels from A-C Docks to X, Y & Z Docks
- B. Close Surface Lot, Begin P9 & P10 Site Work