

CONSTRUCTION MANAGEMENT AGREEMENT

THIS CONSTRUCTION MANAGEMENT AGREEMENT (the "Agreement") is made as of the ____ day of March, 2016 ("Effective Date"), by and between 615 Upshur Street NW, LLC, a District of Columbia limited liability company, together with its predecessors, successors, as well as its current and former: officers, directors, members, partners, associates, privies, principals, agents, servants, representatives, employees, contractors, subcontractors, consultants, executors, affiliates, subsidiaries, parent companies, insurers, trustees, assigns, representatives, and anyone else claiming by or through it or is on the sight of the Project by its authority (collectively the "Developer"), and Christopher J. Jackson & Deborah Jansen residents of 613 Upshur Street, NW, Washington, DC ("Mr. Jackson" and "Ms. Jansen," respectively). The Developer, Ms. Jansen and Mr. Jackson are collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, Developer, is the owner of the real property and improvements located on Lot 0073 in Square 3226 (also known as 615 Upshur Street, Washington, DC) (the "615 Property");

WHEREAS, Developer has plans to renovate and remodel the existing structure/building and to construct an addition to the existing building located at the 615 Property to create a three-unit condominium residential building consistent with the agreed upon Plans as the terms is defined in Exhibit A (the "Project");

WHEREAS, the Developer will be the sole party responsible for the construction of the Project;

WHEREAS, Ms. Jansen and Mr. Jackson are the owners and residents of 613 Upshur St., NW, Washington DC, which property is immediately adjacent to the 615 Property (the "Adjacent Property");

WHEREAS, Developer filed an application with the D.C. Board of Zoning Adjustment ("BZA"), in Case No. 19177 for approval of special exception relief to allow construction of the Project (the "BZA Case");

WHEREAS, Mr. Jackson and Ms. Jansen filed, submitted or presented written and/or oral opposition to the Project to the BZA and/or Advisory Neighborhood Commission 4C (the "ANC");

WHEREAS, Ms. Jansen and Mr. Jackson have requested written assurances from the Developer that it would be responsible for any damage to the Adjacent Property that is caused by the Project or is the result of any of acts or omission by the Developer in connection with or in any way related to the Project; and

WHEREAS, the Developer has requested that Ms. Jansen and Mr. Jackson allow access to the Adjacent Property in order to complete construction of the exterior walls at

the 615 Property as well as to complete all the utility connections between the two properties (the "Work").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. In the event Mr. Jackson and Ms. Jansen believe that damage has been caused by the Developer's construction activities, Mr. Jackson and Ms. Jansen may deliver a written notice ("Notice of Claim") to Developer, notifying it that its construction activities (including the activities of any consultant, independent contractor, subcontractor, or any other person or entity employed by the Developer or authorized by the Developer to be present at the Project) have caused damage to the Adjacent Property or its owners, residents, renters, guests, lessees, licensees, or invitees (the "Adjacent Property Damage"), the Developer shall promptly and without delay investigate, in good faith, the Claims outlined in the Notice of Claim. In the event the Developer reasonably disputes or objects to the Notice of Claim, the Developer shall promptly provide Mr. Jackson and Ms. Jansen with a detailed explanation outlining the basis of its objection. Unless the Developer notifies Mr. Jackson and Ms. Jansen, in writing, of any objections to the Notice of Claim within Fifteen (15) days of delivery of the Notice of Claim, the Developer shall be deemed to have waived its objections and accepted liability and responsibility for all damages to the Adjacent Property as outlined in the Notice of Claim.
2. No later than Thirty (30) days after delivery of the Notice of Claim, the Developer shall promptly repair the Adjacent Property Damage (which may include, without limitation the building, improvements thereon, personal property thereon, real property, the lawn, sod, trees and shrubbery located on the Adjacent Property, as well as any personal injury of any kind) at Developer's sole cost and expense (including labor and materials, etc.) Developer shall not, however, be responsible for any Adjacent Property Damage occasioned solely by the willful misconduct or negligence of Ms. Jansen or Mr. Jackson, or their agents, employees, contractors, or anyone purporting to act on their behalf.
3. Developer shall repair the Adjacent Property Damage to substantially the same condition as existed before the Adjacent Property Damage occurred. Developer may substitute materials of equivalent standard with Ms. Jansen and Mr. Jackson's prior written consent to do so (such consent shall not be unreasonably withheld, conditioned or delayed) in order to complete the repairs. Notwithstanding the above, the Ms. Jansen or Mr. Jackson may, at their own discretion, choose to repair through contractors of their own choosing, and seek reimbursement from Developer, provided that Ms. Jansen or Mr. Jackson first provide a copy of the three estimates for the repair of such work. The amount of reimbursement shall be the actual cost of the repair to the Adjacent Property but in no event shall it be greater than the average of these three estimates.
4. Developer agrees to indemnify, defend, and hold harmless Mr. Jackson and Ms. Jansen from any and all liability whatsoever, cost, or expense, including but not

limited to attorneys' fees, arising out of or relating to the Project, regardless of whether caused in part by the acts or omissions of Developer or any other person or entity performing services at the Project. Nothing herein shall be interpreted as obligating Subcontractor to indemnify Mr. Jackson or Ms. Jansen against their sole negligence or willful misconduct.

5. Subject to 24 hours' advance written notice of the time and purpose of the access (the "Access Notice"), Ms. Jansen and Mr. Jackson hereby agree to reasonably grant, to the benefit of Developer and its employees, agents, consultants, and contractors, a temporary non-exclusive license (the "License") access the Adjacent Property in order to perform the Work to the Project, including erecting scaffolding and staging for the Work. Developer, its agents, contractors, and others shall not enter or access Adjacent Property, except as necessary to perform the Work stated on the Plans and to clean-up the Adjacent Property on a daily basis. Access to the Adjacent Property shall be limited to between the hours of 9 a.m. and 5 p.m. and only on weekdays. The Work conducted on the Adjacent Property shall be done in a manner so as to minimize the inconvenience to Ms. Jansen and Mr. Jackson. So long as Developer is not in material breach of this Agreement beyond notice and cure periods, Ms. Jansen and Mr. Jackson hereby agree not to revoke the License or to suspend without cause. In the event the Developer is in any breach of this Agreement, Mr. Jackson and Ms. Jansen shall have the right to suspend the license until such time as Developer has cured the breach.
6. If the BZA does not grant the Developer any of the relief that it seeks in the BZA Case, then this Agreement shall be null and void unless Developer notifies the Ms. Jansen or Mr. Jackson of its intent to file for reconsideration, file an appeal of the BZA decision or modify the Plans in a manner which would not adversely affect the Ms. Jansen or Mr. Jackson and would likely cause the BZA to grant relief to allow the Developer to build the Project.
7. The terms of this Agreement shall apply to and be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
8. All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
9. If any provision of this Agreement or any application thereof shall be declared to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect. Nothing herein will supersede the laws and regulations of the District of Columbia or prevent the parties hereto from seeking enforcement of said laws and regulations.
10. The terms of this Agreement shall continue in full force and effect as an Agreement among the Parties and shall be enforceable as permitted by law, including, but not limited to, specific performance.

11. Time shall be of the essence with regard to all matters contained within this Agreement.
12. Modifications, waivers, and consents regarding this Agreement shall only be binding if in writing and signed by the Parties.
13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or scanned signatures shall constitute originals.
14. This Agreement constitutes the entire agreement on the subject matter herein set forth between the Parties, and any and all prior written and oral agreements are hereby merged into this Agreement. No party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements, or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth herein.
15. Notices: All notices, requests or other communications hereunder shall be in writing and shall be deemed given if delivered by regular mail or in person to the individual or to a member of 615 Upshur Street NW, LLC, including its resident agent, or if delivered at or mailed by registered or certified mail, postage pre-paid, to the appropriate following addresses:

Chris Jackson
613 Upshur Street, NW
Washington, D.C. 20011

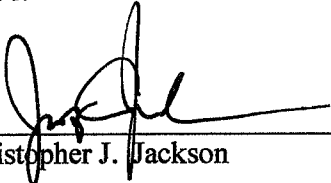
Deborah Jansen
613 Upshur Street, NW
Washington, D.C. 20011

Jerome Bailey, Registered Agent
615 Upshur Street NW, LLC
1926 Benning Road, NE
Washington, D.C. 20002

16. Exhibit A and Exhibit B are attached hereto and incorporated into the body of this Agreement. Exhibit A contains the Parties' agreement with respect to certain construction activities.
17. In the event of any litigation arising from breach of this agreement, or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, attorney's fees, and all other related expenses incurred in such litigation.

18. If required by DCRA, Mr. Jackson and Ms. Jansen hereby agree to cooperate with Developer and to discuss in good faith an agreement with respect to any structure that may straddle the common property line between the Subject Property and the Adjacent Property.
19. If DCRA or the Project structural engineer deems it necessary to underpin the Adjacent Property, Mr. and Ms. Jackson hereby agree to cooperate with Developer, as is reasonably necessary, to allow the Developer to proceed at its sole cost and expense so that such underpinning can be permitted by DCRA.
20. Mr. Jackson and Ms. Jansen hereby agree that so long as Developer is not in breach of this Agreement, Mr. Jackson and Ms. Jansen will take all reasonable steps as are necessary to cooperate with Developer to permit the development and construction of the Project to occur in a timely manner.
21. Mr. Jackson and Ms. Jansen hereby agree to sign the Notification Form, which was previously submitted to them by Developer, for work along the property line pursuant to the District of Columbia Building Code.

IN WITNESS WHEREOF, each of the Parties have caused their duly authorized representatives to execute this Agreement under seal as of the day and year first written above.



Christopher J. Jackson

Date: 3/28/16

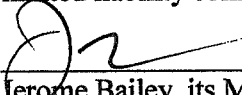


Deborah S. Jansen

Date: 3-28-16

DEVELOPER:

615 Upshur Street NW, LLC, a District of Columbia
limited liability company



Jerome Bailey, its Manager

Date: 3/29/16

EXHIBIT A

Scope of Plans

This Agreement only applies to the plans (the "Plans") submitted by Developer and approved by Mr. Jackson and Ms. Jansen for the development of the 615 Property in the BZA Case, subject to immaterial revisions or revisions which may be dictated by DCRA. The most salient feature of the Plans to Mr. Jackson and Ms. Jansen is limiting the addition to the rear of the Subject Property to no more than 10 feet from the existing wall of the 615 Property. The Plans are attached hereto and made a part hereof as Exhibit B. The front of the Project will retain the existing roof line and porch structure. The exterior of the addition will be brick or hard plank as agreed by the Parties. The Project will contain three (3) residential units.

Pre-Construction

In order to ensure that the Adjacent Property's physical condition is documented before Developer commences construction activities on the 615 Property, Developer and Ms. Jansen and Mr. Jackson will conduct an inspection of the Adjacent Property together to document with photos the Adjacent Property's physical condition. Shortly following the inspection, the Developer will circulate a report of the Adjacent Property's physical condition, and unless objected to in writing within one (1) week after receipt of this report, Mr. Jackson and Ms. Jansen shall be deemed to have consented to the accuracy and completeness of the Adjacent Property's physical conditional at the time of the report.

Construction

Communication: Duane Young of Developer will remain the point of contact for any issues that arise. Emergency matters shall be handled immediately and non-emergency matters are subject to Access Notice.

Work Hours: Construction work shall only be conducted between 8 AM to 6 PM, Monday through Friday, and 9 AM to 5 PM on Saturdays. **No work on Sunday or on federal holidays.** No noisy behavior or activities that might disturb neighbors shall be allowed prior to the beginning of or after construction hours. The construction area shall be secured and vacated by 8 PM on weekdays and 5 PM on Saturdays.

Parking: If using the shared alley of the 600 block of Upshur to drop off or pick up materials, Developer will use its reasonable efforts to prevent the alley from being completely blocked off by its suppliers and contractors for periods of more than two (2) hours at a time. In the event Developer and/or its suppliers or contractors would need to block the alley off for periods that exceed more than two (2) hours, then Developer will provide the neighbors with two (2) days written (which may be via email) notice in advance of such use.

Cleanliness: Developer shall require regular removal of rubbish, food and drink, and construction debris during the normal construction workday **with food trash on a daily**

basis. Removal and replacement of debris and/or dumpsters shall occur only during construction hours.

Complaints and Damages: Any construction-related complaints that would constitute a breach of this Agreement that cannot be resolved within one (1) week following a reasonable notice and cure period shall be referred to a mutually acceptable mediator for mediation. If the parties are unable to resolve their dispute through non-binding mediation within three (3) weeks, then Mr. Jackson and Ms. Jansen may refer the matter to the ANC 4C and DCRA.

Landscaping:

Developer will also be responsible for damage to trees, shrubbery and grass located on the Adjacent Property caused solely by Developer, or its contractors, agents or employees during time when the Project is under construction. Developer will remove and replace (at no cost to Mr. Jackson or Ms. Jansen) all damaged trees, shrubbery and grass with something of like-kind. Additionally, Developer agrees to retain a licensed arborist prior to removing the parking pad at the rear of the Property, in order to ensure the survival of the black cherry tree on Ms. Jansen and Mr. Jackson's property.

Pest Control:

Developer agrees to engage a Pest Control company to evaluate, monitor, and treat, as recommended, rodents and other pests on the Property throughout the construction.

EXHIBIT B
PLANS

(SEE ATTACHED)