

CONSTRUCTION MANAGEMENT/BZA AGREEMENT

THIS CONSTRUCTION MANAGEMENT/BZA AGREEMENT (the “Agreement”) is made as of the 31st day of May, 2016, by and between GINLIN, LLC (“Ginlin”) and Mrs. Marlene C. McGuirl (“Neighbor”) (collectively, the “Parties”).

RECITALS:

WHEREAS, Ginlin is the owner of the real property and improvements located 3420 P Street, NW (the “Property”) and intends to do a renovation of and addition to the Property (the “Project”);

WHEREAS, Ginlin has applied for special exception relief (Application No. 19259, the “Application”) from the D.C. Board of Zoning Adjustment (“BZA”) to allow the construction of a one-story rear addition as part of the Project;

WHEREAS, Neighbor, how owns and resides at the property located at 3416 P Street, NW, has certain concerns with the proposed Project that she would like addressed in this Agreement and Ginlin would like to address those concerns in exchange for Neighbor’s support of the Application;

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

1. Ginlin warrants that the Project consists of the renovation of what is a one-family dwelling, and that upon completion of the Project, the Property will be marketed and sold as a one-family dwelling.
2. As part of the Project, Ginlin intends to remove one of the three garage parking spaces on the Property. The current garage structure includes a rear wall along the adjacent property line with Neighbor. Ginlin agrees that this wall shall remain as is and will not be removed as part of the Project. Ginlin further agrees that it will repair and maintain this wall as necessary.
3. Ginlin agrees to protect Neighbor’s property from potential damage due to construction of the Project. In the event that Neighbor’s property incurs any such damage, Ginlin agrees to repair same in its previously existing condition.
4. Ginlin agrees to abide by the D.C. Building Code’s requirements for hours of construction.
5. Ginlin assures Neighbor that it is financially secure, and well-funded for the completion of this Project, and agrees to diligently pursue completion of the Project, without interruption, so that the Project will be completed in a timely manner.
6. Neighbor agrees to withdraw its party opposition to the Application before the BZA at the next BZA hearing on this Application, or in a letter to the BZA noting that the

Parties have reached an agreement and Neighbor supports approval of the Application.

7. Notices: All notices, requests or other communications hereunder shall be in writing and shall be deemed given if delivered by e-mail, regular mail, or in person to the individuals noted below:

Ginlin, LLC
c/o Martin P. Sullivan, Esq.
Sullivan & Barros, LLP
1990 M Street, NW, Suite 200
Washington, DC 20036
202-503-1704
msullivan@sullivanbarros.com

Mrs. Marlene McGuirl
c/o James E. Meyers, Esq.
4884 MacArthur Blvd., N.W.
Terrace Level 7
Washington, DC 20007
jamesemeyers@comcast.net

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


Marlene C. McGuirl

Date: 5/31/16

GINLIN, LLC


Linda Battalia, Manager

Date: 5/31/16