

CONSTRUCTION MANAGEMENT AGREEMENT

This CONSTRUCTION MANAGEMENT AGREEMENT (this “**Agreement**”) is made as this ____ day of January 2018, by and between Vermont 1310 LLC (the “**Contract Purchaser**”), and Mount Olivet Evangelical Lutheran Church (“**1308 Owner**”) for themselves, and for their successors and assigns.

RECITALS:

Recital No. 1. Contract Purchaser plans to subdivide the property located at 1314 Vermont Avenue, N.W. and combine a portion of that lot with the existing lot at 1310 Vermont Avenue, N.W. (the “**Subject Property**”). The Applicant intends to construct an addition (the “**Addition**”) to the existing building (the “**Building**”) at 1310 Vermont and to convert the building to nine (9) residential units (the “**Project**”). As part of this Project, Developer has applied for variance relief from the D.C. Board of Zoning Adjustment (“**BZA**”), in Application # 19608 (the “**BZA Application**”).

Recital No. 2. 1308 Owners own the property located at 1308 Vermont Avenue, N.W. (the “**1308 Property**”).

Recital No. 3. Contract Purchaser seeks to reduce the potential for any adverse impact on the 1308 Property which might result from construction activity related to the Project, and to provide assurances to 1308 Owner regarding such construction activity.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. Bay Windows. The Contract Purchaser will work with the 1308 Owner and petition the Historic Preservation Review Board for permission to remove the two bay windows on the south side of the property facing the 1308 Property.
2. Insurance. Contract Purchaser will obtain the proper insurance and list 1308 Owner as an additional insured party on its construction insurance policy. The policy shall be in place prior to construction.
3. Easement. Contract Purchaser will put in place an easement agreement to allow 1308 Owner access to the side yard to the south of the Subject Property for the purpose of making any repairs to the 1308 Property.
4. Church Roof. Contract Purchaser shall install new roof flashing system on the entire roof of the church property. The “entire roof” is defined as the front upper roof and lower rear roof. The Contract Purchaser shall provide a warranty for the roof. The new roof system must be approved by 1308 Owner.
5. Structural Engineer. The Contract Purchaser will pay for a structural engineer to monitor construction activities of structural work along the party wall of the 1308 Property.
6. Home Inspection. The Contract Purchaser shall pay for a home inspection company to conduct a report on the 1308 Property prior to construction and after construction is complete for the purpose of identifying any damage to the 1308 Property. The home inspection shall occur prior to any construction activities commence.
7. Drain Lines. Contract Purchaser shall furnish and install new drain lines between the Subject Property and 1308 Property to be located in the front area way.

8. Amendment. Modifications, waivers and consents regarding this Agreement shall only be binding if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced.
9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and 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.
10. Counterparts. This Agreement may be executed simultaneously in any number of counterparts by original or facsimile signature, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
11. Binding on Successors and Assigns. This Agreement shall be binding upon the 1308 Owner and Contract Purchaser. This Agreement shall also be binding upon any successor entity to Contract Purchaser up until the completion of construction and sale of the proposed building. If the BZA does not approve the Application, this Agreement is null and void and of no further force or effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Vermont 1310 LLC

By: _____

Name:

Title:

Mount Olivet Evangelical Lutheran Church