CONSTRUCTION MANAGEMENT AGREEMENT

This CONSTRUCTION MANAGEMENT AGREEMENT (this **"Agreement"**) is made as this _____ day of _____, 2026, by and between **STEPHEN SHORTER** and **KIEARRA SHORTER** (collectively, **"Owner"**), and **BRONYA N. CRAWFORD** (**"Neighbor"**) (hereinafter collectively referred to as the **"Parties"**).

RECITALS:

Recital No. 1. **Owner** is the owner of the property located at 5073 Sheriff Road, NE, Washington, DC 20019 (Square 5176, Lot 211) (the **"Subject Property"**), which is currently improved with an existing two-story, semi-detached dwelling with cellar (the **"Subject Building"**).

Recital No. 2. **Neighbor** is the owner of the property located at 5075 Sheriff Road, NE, Washington, DC 20019 (Square 5176, Lot 212) (the **"Neighboring Property"**), which is located immediately to the east of, and adjacent to, the Subject Property. The Subject Property and the Neighboring Property each maintain their own respective side yards, and the principal structures on the Subject Property and the Neighboring Property are separated by no less than approximately sixteen (16) feet.

Recital No. 3. **Owner** is proposing a second-floor addition to the Subject Building, consisting of a rear addition of approximately 321 square feet and a front addition of approximately 122.5 square feet (collectively, the **"Project"**), requiring special exception relief from the Board of Zoning Adjustment (**"BZA"**) from the 10-foot rule (Subtitle D § 207.5) and the front setback requirement (Subtitle D § 206.3). Owner is pursuing this relief via an application for special exception in **BZA Case No. 21522** (the **"Application"**). The Subject Property is located in Advisory Neighborhood Commission 7C (**"ANC 7C"**).

Board of Zoning Adjustment
District of Columbia
CASE NO. 21522
EXHIBIT NO. 21C

Recital No. 4. The Project is limited to the second floor of the Subject Building only and does not include any underpinning, shoring, or other foundational work. Owner does not anticipate that the Project will have any impact on the Neighboring Property, including its foundation or structure.

Recital No. 5. Owner desires Neighbor's support for, or at a minimum Neighbor's agreement not to oppose, the Application before ANC 7C and the BZA, and the Parties wish to memorialize their mutual understanding regarding the Project and the Application as set forth below.

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. Construction Activity. **Owner** shall use its best efforts to ensure that all its contractors and subcontractors will comply with all applicable District of Columbia Municipal Regulations applicable to hours of work, noise, dirt, trash, and public health and safety.
2. No Underpinning or Foundational Work. **Owner** represents that the Project consists solely of a second-floor addition and will not involve underpinning, shoring, or other work to the foundation of the Subject Building. Owner does not anticipate that the Project will impact the structural integrity, foundation, or soil conditions of the Neighboring Property. In the event the scope of the Project changes to include any such work, **Owner** shall notify **Neighbor** in advance and shall comply with all applicable requirements of the DC Construction Code, including any party wall or underpinning and protection agreements that may be required.

3. Permits. **Owner** will secure all permits required to complete the Project. All plans and permits will be on-site as required under the DC Construction Code.

4. Protection of Adjacent Properties. **Owner** is responsible for adhering to all IBC codes referring to protection of adjoining property, specifically, but not limited to §§ 3303 (Demolition), 3304 (Site Work), 3306 (Protection of Pedestrians), and 3307 (Protection of Adjoining Property, including § 3307.1's protection requirement, § 3307.2's advance notice requirement, and § 3307.7's repair and restoration requirement), and for any damage to the Neighboring Property caused by the construction of the Project.

5. Code Compliance. All work on the Project will be performed by appropriately licensed and insured contractors and will comply with all applicable requirements of the DC Construction Codes, including the IBC, IRC, IMC, and IEBC as adopted in the District of Columbia, and all work will be inspected and approved by the Department of Buildings (or successor agency) as and when required.

6. Cleanliness. **Owner** will remove rubbish and construction debris continuously during the construction period. In addition, **Owner** or a representative on **Owner's** behalf will monitor the construction site to ensure cleanliness. Dust and debris will be removed from the Subject Property promptly.

7. Contractors and Subcontractors. **Owner** will require that all contractors and subcontractors be contractually required to follow the terms of, and comply with, the policies set forth in this Agreement.

8. Hours of Construction. **Owner** agrees to conduct all construction operations on the Subject Property Monday through Friday from 7:00 a.m. until 7:00 p.m., and Saturday from 8:00 a.m. until 5:00 p.m., consistent with DC Construction Code requirements.

9. Communication. **Owner** will provide **Neighbor** with owner's cell phone number and email address. **Neighbor** may contact Owner at this number or email address with any issues or concerns regarding the Project, and **Owner** will cause the general contractor, project manager, or others to address any such issues promptly. The Parties agree to maintain open lines of communication throughout the course of construction.

10. Pre-Construction Inspection. Prior to the commencement of construction, **Owner** or **Owner's** contractor may request to inspect and document the pre-existing condition of the interior and exterior of the Neighboring Property, including by photograph and video, and **Neighbor** agrees to reasonably cooperate with, and permit, such inspection. Any claim that the Project has caused damage to the Neighboring Property shall be subject to a reasonable determination, based on such pre-construction documentation and other relevant evidence, of whether the claimed damage was in fact caused by the Project.

11. Support for Application. **Neighbor** shall support, or at a minimum shall not oppose, the Application before ANC 7C and before the BZA in BZA Case No. 21522. **Owner** may share this Agreement with ANC 7C and the BZA as evidence of **Neighbor's** position on the Application.

12. 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.

13. Notices. All notices and other communications hereunder shall be in writing and either personally delivered (which will be deemed given upon delivery or upon the first refusal to accept delivery) or mailed by certified mail, or e-mailed to:

If to **Owner**:

Stephen and Kiearra Shorter
5073 Sheriff Road, NE
Washington, DC 20019

With a copy to:
Alexandra Wilson, Esq.
Sullivan & Barros, LLP
1155 15th Street, NW, Suite 1003
Washington, DC 20005

If to **Neighbor**:

Bronya N. Crawford
5075 Sheriff Road, NE
Washington, DC 20019

The Parties to this Agreement shall be responsible for notifying each other of any change of address or change in the persons to be notified.

14. 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.

15. Counterparts. This Agreement may be executed simultaneously in any number of counterparts by original, facsimile, or electronic signature, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

16. Binding on Successors and Assigns. This Agreement shall be binding upon the successors in interest to **Owner** and **Neighbor**.

[SIGNATURES ON FOLLOWING PAGE]

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

OWNER:

_____
Stephen Shorter

_____
Kiearra Shorter

NEIGHBOR:

_____
Bronya N. Crawford