

## CONSTRUCTION MANAGEMENT AGREEMENT

This CONSTRUCTION MANAGEMENT AGREEMENT (this “**Agreement**”) is made as this 21 day of DEC 2021, by and between JC Development/Santorini Capital (the “**Contract Purchaser**”), and Deanwood Citizens Association (“**DCA**”) and Advisory Neighborhood Commission 7C (“**ANC7C**”) for themselves, and for their successors and assigns.

### RECITALS:

**Recital No. 1.** Contract Purchaser plans to the construction sixteen apartments located at 1430 Eastern Ave NE.

**Recital No. 2.** **Contract Purchaser** seeks to reduce the potential for any adverse impact on the community which might result from construction activity related to the Project, and to provide assurances to **DCA** and **ANC** 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. **Unit Size.** The **Contract Purchaser** has agreed to include half of the units as family size (2BD+DEN).
2. **Hiring.** **Contract Purchaser** will seek employment with local contractors. Local employees and contractors must be qualified to the extent that it does not delay construction of the Project.
3. **DOE.** **Contract Purchaser** commits to participating in DOES Program to expand local hiring.

4. DCA. The **Contract Purchaser** commits to join DCA Economic Committee and provide quarterly project updates.
5. Site Improvement. The **Contract Purchaser** commits to providing security, lighting, cameras, and a clean improved lot.
6. Point of Contact. The **Contract Purchaser** will provide a Point of Contact for neighborhood outreach and streamline communication.
7. Slow Streets. **Contract Purchaser** shall work with the community to ensure slow streets.
8. Parking. **Contract Purchaser** provide 5 Parking Space Per Plans, DC zoning code

#### **TABLE C § 701.5: PARKING REQUIREMENTS**

9. Alley: The **Contract Purchaser** to improving the alley, with using a permeable green alley way.
10. Bike Room. The **Contract Purchaser** commits building an interior bike room for storage.
11. 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.
12. 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.
13. Binding on Successors and Assigns. This Agreement shall be binding upon the **DCA** 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.

[SIGNATURES ON FOLLOWING PAGE]

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

JC Development/ Santorini Capital

By: Daniel Schmitt

Name: Daniel Schmitt

Title: Vice President

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Deanwood Citizens Association - President

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ANC Representative for Deanwood