



March 25, 2025

700 Pennsylvania Avenue SE
Ste. #2032
Washington, DC 20003
6B@anc.dc.gov

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Marnique Heath, Chair
Historic Preservation Review Board
1100 4th Street SW, Suite E650
Washington, DC 20024

VIA E-MAIL: historic.preservation@dc.gov; todd.jones@dc.gov; jack.jones@dc.gov

RE: HPA 25-90: 4-5 Library Court, concept/roof addition to garage

Dear Chairperson Heath:

At a regularly scheduled, properly noticed, meeting on March 25th, 2025, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted (8-0-0) to support the applicant's above-referenced request.

ANC 6B believes that the design elements of the project are consistent with Historic Preservation requirements. The developer worked with neighbors to address several concerns and ANC 6B appreciates the efforts of the developer and neighbors. ANC 6B's support of the project is tied to the agreement worked out between the neighbors and developer. That agreement is attached to this letter of support.

If you have any questions, please let us know.

Respectfully,

A handwritten signature in black ink, appearing to read "Ed Ryder".

Edward Ryder
Chair, ANC 6B

Cc:

Applicants:

PZ Committee Chair:

SMD Commissioner:

Will Teass

Corey Holeman, Resident Member Planning & Zoning Chair

Gerald Sroufe, SMD 6B02

SETTLEMENT & CONSTRUCTION MANAGEMENT AGREEMENT

This Settlement and Construction Management Agreement (the “**Agreement**”) is entered into on this 25th day of March, 2025 (the “Effective Date”) by and between the party of the first part, Academy Holdings LLC (“**Holdings**”), James S Finn (“**Finn**”) and the party of the second part, neighbors listed at Appendix A (the “**Neighbors**”), who may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, Finn is the owner of the property located at 5 Library Court, SE, Washington, DC 20003 (Lot 0063, Square 0788) (the “**Property 5**”);

WHEREAS, Holdings is the owner of the property located at 4 Library Court, SE, Washington, DC 20003 (Lot 0062, Square 0788) (the “**Property 4**”);

WHEREAS, Finn and Holdings have applied for Historic Preservation Review Board (“**HPRB**”) in order to renovate and expand the existing garage structures at Property 5 and Property 4, including adding a new second story (the “**Project**”);

WHEREAS, the Neighbors have expressed their opinion and believe that the Project will substantially interfere with their use and enjoyment;

WHEREAS, the Project must comply with the Preservation Act and the Neighbors are currently opposed to the Project; and the Parties wish to resolve these concerns through this Agreement;

WHEREAS, in addition to preservation and compatible character issues, as Library Court neighbors, the Neighbors also seeks certain affirmations and obligations from Finn and Holdings in connection with its ownership of Properties in the Square and construction of the Project, particularly with respect to use and access of Library Court;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration of the promises, covenants, and agreements set forth herein, the receipt and sufficiency of which consideration the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Review of Plans. The Parties acknowledge that Neighbors wish to be informed of the Project and Holdings will provide information to Neighbors for review. Accordingly, Holdings shall provide the following, in writing, to Neighbors:

- a. Any architectural plans for the Project (the "Support Plans");
- b. Any plans submitted to DOB in furtherance of the permitting process.
- c. Public space applications, if any, for staging or use of public space during construction (the "Public Space Plans");
- d. A statement as to specific measures that must be undertaken to protect free vehicular access in and out of Library Court during construction of the Project ("Access Protection Plan");
- e. If a Temporary Access Closure Plan is required, a statement as to when and for how long access, if needed, will be closed and for what purpose and during what stage of construction ("Temporary Access Closure Plan"); and
- f. The company that will be performing general contracting and structural engineering services for the Project.

Upon receipt of the information set forth above, Neighbors shall have fifteen (15) calendar days to review and respond with any technical objections on the Public Space Plans, Access Protection Plan and Temporary Access Closure Plan. Holdings/Finn shall provide a written response within ten (10) calendar days of receipt of Neighbor's technical objections. The Parties shall then work in good faith to address any technical objections and amend the Public Space Plans, Access Protection Plan and Temporary Access Closure Plan, as needed. The review process shall be required to be completed before Public Space Plans, Access Protection Plan or Temporary Access Closure Plan are submitted to the Department of Buildings or Department of Transportation.

2. Holdings/Finn will be responsible for any damage caused to Neighbors property by Holdings/Finn or any general contractor, subcontractors or other agent of Holdings/Finn during the Project. Prior to the commencement of construction of the Project, Holdings and Finn shall have the option to conduct an in-person survey of the Neighbor's properties. Following the meeting, Neighbor's shall send photo documentation to Holding and Finn documenting the pre-construction condition of the closely abutting homes (the "Pre-Construction Report"). Following the completion of the Project, Neighbors shall provide any statement of damage to property with before and after pictures to Holdings and Finn.

3. Construction Communication. As part of the Project, Holdings/Finn agrees to work in good faith with Neighbors to reasonably conduct construction in a clean and orderly process. Holdings/Finn agrees to schedule, on an agreed upon date, time and location, a pre-mobilization/pre-construction meeting with Neighbors. Contact information for a site manager shall be shared at that time (the "**Site Manager**"). The Site Manager shall be responsible for communicating with Neighbors regarding pre-mobilization, pre-construction, construction status meetings and post construction survey coordination.

a. **Schedule/Work:** Holdings/Finn will conduct construction work in accordance with its building permit(s). 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 the end of permitted construction hours. In accordance with the District Department of Buildings ("DOB") guidelines,

construction hours shall be from 7:00 am until 7:00 pm, Monday through Saturday. In accordance with this agreement, the Holdings/Finn shall not commence loud construction work until 9:00 am and ending at 4:00 pm on Saturdays, notwithstanding working can be on site starting at 8:00am. There shall be no work on Sundays, except as authorized by special permit and Holdings/Finn must inform Neighbors if a special permit will be requested.

b. **Staging:** Holdings/Finn will not use Library Court for staging, unless approved by Neighbors in the Access Protection Plan and Temporary Access Closure Plan. Holdings/Finn will maintain any publicly visible construction area in a good workmanlike manner. All construction materials and equipment, including construction storage or dumpsters shall be secured on-site or in a lawfully permitted public space in a manner that poses no potential danger to the community.

c. **Parking:** Any contractor or subcontractor conducting construction work at the Project shall not park or idle in the alley or Library Court and shall utilizing on-street parking.

d. **Maintaining Existing Condition of Alley:** Holdings/Finn agree to maintain the current condition of Alley. If any degradation of the alley occurs during the Project, Prior to beginning construction of the Project, Holdings/Finn shall document with photographs and dimensional plans the existing condition of the Alley and Library Court. Following construction, Holdings/Finn shall restore the Alley and Library Court to the pre-construction condition as it exists on the date of documentation. Holding/Finn shall work with DDOT to pave or brick and grade the 30 foot alley in front of the Project from Property 6 to Property 4, if DDOT is not planning to complete the work in the next year following completion of the project.

e. **Cleanliness:** Holdings/Finn shall remove rubbish, food and drink debris, and construction debris at the end of each work day or as needed. Deliveries of equipment or construction materials shall only occur during construction hours unless notice is provided. Removal and replacement of dumpsters shall occur only during approved construction hours. Holdings/Finn shall make best efforts to ensure that any streets, alleys and public walkways that surround the construction area and/or serve as construction routes are kept clean of dirt, and any trash or debris resulting from construction activities or workers. In the event of snow, Holdings/Finn shall also ensure snow removal does not damage the historic cobblestone alley condition.

f. Neighbors shall communicate all questions and concerns to the Site Manager first, before contacting the Department of Buildings. The Site Manager shall respond in writing within two (2) calendar days to Neighbors, unless the communication shall be of an emergency nature, in which case the Site Manager shall respond within twelve (12) hours to Neighbors.

4. **No Objection:** The Neighbors will not object to the HPRB application and coordinate with the ANC to not object to the HPRB application for the Project.

5. Damage. Holdings/Finn shall cause its General Contractor to repair, at Holdings/Finn's sole cost, any damage to the Neighbors Property caused by, or arising out of, any and all other construction phases of the Project. Holdings/Finn shall cause repair of all damage to the Neighbors Property to commence within thirty (30) days of receipt of written notice of said damage, unless more time is necessary. Holdings/Finn shall work with Neighbors and Neighbors's consultants, if any, to determine the reasonable industry standard for completion of said repair or replacement. "Repair" means restoring to the condition of the structure or improvement prior to the commencement of construction by Holdings/Finn.

6. Insurance. Holdings/Finn shall require its General Contractor to be licensed, bonded and insured as required by the District of Columbia and Neighbors shall be named as an additional insured on such policy.

7. Use Restriction. Holdings/Finn and Neighbors understand that the Zoning Regulations permit up to six unrelated individuals to reside in a single family house and that so long as a lease is 30 day or longer the use shall not be deemed to be transient. The Neighbor have expressed concern regarding Holdings/Finn and Elite's transient and intern housing uses at the Properties. Holdings/Finn have agreed that Property 4 and Property 5 shall not be rented to more than three unrelated individuals at any one period of time and that the term of the lease with any potential tenant shall be a minimum of one year. Given Holdings/Finn refused to sign a restrictive covenant, Holding / Finn shall include specific and clear language in all leases, licenses and rental agreements that no more than three unrelated individuals shall reside at Property 4 and Property 5. Holding/Finn shall provide Neighbor's with a copy of the lease within 30 days of any new tenant. Holdings/Finn and Elite shall not market the property as intern housing and other similar representations. Holding / Finn shall consent to a confessed judgement of \$5,000 fine for violation of this section. Holding/ Finn authorizes an attorney to appear in a court of record and confess judgment, without process, against Holding/Finn in favor of Neighbors for all indebtedness owed in connection with this section including but not limited to service charges, other charges, and reasonable attorney's fees. Fines collected by Neighbors in connection with this section shall be place in escrow for the maintenance and improvement of the alley. F

8. Parking in Alley. The Parties agree that parking in the alley can create traffic and access issues. Holding/Finn and Elite shall coordinate with its current and future tenants to inform them that parking in the Alley is not permitted, including tenants at 6 Library Court. The Neighbors understand that temporary loading and unloading maybe necessary but not daily or evening parking.

9. Governing Law. The Parties agree that all questions with respect to the construction of the Agreement or the rights or obligations of the Parties shall be resolved only by lawfully instituted proceedings in the courts of the District of Columbia and the law of the District of Columbia shall govern all questions relating to the construction, interpretation, and enforcement of this Agreement.

10. Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, (b) electronic mail, if an email address is provided herein, (c) a nationally recognized overnight delivery service with proof of delivery, or (d) United States mail, postage prepaid, certified mail, addressed to an Owner at the following addresses, or at such other addresses of which an Owner shall notify the other Owner(s) in accordance with the provisions hereof. Any notice shall be deemed to be given (1) when personally delivered, including via electronic mail, or when delivery is refused, (2) three (3) business days after the date of posting if transmitted by certified United States mail, or (3) one (1) business day after pick-up if transmitted by a nationally recognized overnight delivery service.

If to Holdings/Finn Management LLP:

James Finn
16 Homeport Drive
Edgewater, MD 21037
202-297-9520

If to Neighbors:

Meridith Moldenhauer
115 4th Street, SE Washington, DC 20003
Meridith.h.moldenhauer@gmail.com
202 246-7070

11. Drafting. The Parties agree that this Agreement is the product of arms-length negotiations by parties of equal bargaining power represented by counsel of their own choice. Any alleged ambiguous terms contained in this Agreement shall not be held against any Party on the grounds that the Party drafted the Agreement.

• 12. Complete Agreement. All agreements and understandings between the Parties are reflected within this Agreement. This Agreement may be amended only by written agreement of the Parties.

13. Severability. If a Court holds any part, term, or provision of this Agreement to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular invalid part, term, or provision, unless such would result in an outcome that frustrates the purpose of this Agreement.

14. Counterparts/Facsimiles. This Agreement may be executed in one or more counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and all of which together shall be deemed to be one and the same agreement. Scanned and/or faxed signatures shall be deemed the equivalent of original signatures.

15. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

16. Time is of the Essence. For all terms and conditions provided here in under this Agreement, time is of the essence.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Construction Management Agreement as of the dates set forth below.



James Finn

MARCH 28, 2025

Date

Academy Holdings LLC

By: _____

Date

APPENDIX A

Michael Briggs

Date

Arthur Whitmore

Date

Meridith Moldenhauer

Date

Geri Smith

Date

Drew Lefkof

Date

Teddy Lefkof

Date

Drew Lefkof

Date

Maria Luise Wagner

Date

Steve Thompson

Date

Douglas Menorca

Date

Robert Hordan

Date