



Manning Sossamon

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D.C. OFFICE OF ZONING

February 16, 2010

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Board of Zoning Adjustment
441 4th Street, NW, Room 220
Washington, DC 20001

RE: Case Number: 18031
Case Name: Appeal of West End Citizens Association
RE: Appeal, pursuant to 11 DCMR §§ 3100 and 3101,
from a November 4, 2009, decision of the Zoning
Administrator, Department of Consumer and
Regulatory Affairs, to issue Certificate of Occupancy
No. CO1000323, for a grocery store (FoBoGro), in the
R-5-E District at premises 2140 F Street, NW (Square
81, Lot 811)
ANC: 2A06

Dear Ladies and Gentlemen:

The Owners and Managers of Foggy Bottom Grocery ("FoBoGro") deny the validity of the issues raised in the West End Citizens' Association ("WECA") appeal for the reasons explained below and urge that, according to 11 DCMR 3100.2 and 3100.4, the Board of Zoning Adjustment ("BZA") affirm that Zoning Administrator ("ZA") Matt LeGrant properly issued the Certificate of Occupancy dated 11/4/2009 to Foggy Bottom Grocery, LLC, the registered business name of FoBoGro. FoBoGro also asserts that according to 11 DCMR 1400.4, the ZA considered proof that the renovations to the FoBoGro building were completed with all required permits, and that the building and premises comply with the Zoning Regulations and building, electrical, plumbing, mechanical and fire prevention requirements. The following Statement of Facts, Discussion and Exhibits summarize FoBoGro's position that will be presented at the public hearing on February 23, 2010.

Statement of Facts

1. The Foggy Bottom Grocery, a business established in 1946, is located in the Foggy Bottom area, in an 1,835 square foot ("SF"), three floor townhouse within Square 81, Lot 811, in Zone 10. See Exhibit 1, Overview of Square 81 and Exhibit 2, Zone 10 map. The street address for the property is 2140 F Street, NW. The property is owned by The George Washington University ("The GWU") and is across the street of The GWU campus.

1120 20th Street NW North Building SUITE 700 Washington DC 20036
202 973-2686 202 973-1212 f

BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO. 18031

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 18031
EXHIBIT NO. 16

2. With the enactment of new zoning laws in 1958, the property was grandfathered as a C-1 property in what was then an R-5-C zone. The allowable Floor Area Ratio ("FAR") in C-1 properties is 1.0. See 11 DCMR 771.
3. From 1958 through 2008, the Foggy Bottom Grocery operated under seven prior owners. See Certificates of Occupancy on file in the Zoning Office ("ZO"). Mesco, Inc. the prior owner since 1994, held two Certificates of Occupancy issued in 1994 and 2000, both of which permitted use of two floors for the business. See *id.* Except for recent closure to permit the renovations under new management, the nonconforming use of the premises as a grocery store has been continuously for over 50 years.
4. In 2007, Kristopher Hart, Managing Partner of FoBoGro, spoke with Mesco, Inc. President, Meseret Bekele, about purchasing the business from Mesco, Inc. Considering that the building and location would be advantageous for a sandwich shop, Mr. Hart applied to the ZO for a Certificate of Occupancy. After six months without response, he wrote and requested that the application be denied or dismissed. The ZA denied the application. The ZA indicated that an application to the BZA for either a Special Exception or a Variance would be necessary if the objective was to *change* the business from a grocery store to another type of business.
5. Ultimately, Mr. Hart and two associates decided to purchase the existing Foggy Bottom Grocery and continue operating the Foggy Bottom Grocery as a neighborhood grocery store; they formed Foggy Bottom Grocery, LLC. Mr. Hart then applied for and received a Certificate of Occupancy in the name of Foggy Bottom Grocery, LLC from the Zoning Office on 8/21/2008. See Exhibit 3, Certificate of Occupancy dated 8/21/2008.
6. In 2008-2009, Mr. Hart completed negotiations for (i) the purchase of the business from Meseret Bekele, President of Mesco, Inc. for \$250,000; see Exhibit 4, Purchase Agreement; (ii) the lease of the premises from The GWU; see Exhibit 5, Excerpts from Lease with The GWU; and (iii) engaging architects to prepare plans for renovating the building; see Exhibit 6, Architectural Plans; Exhibit 7, Demolition Permit; and Exhibit 8, Construction Permit.
7. The renovation plans for building did not include any increase in the square footage of the existing structure, or relocation of any load bearing structure within the premises or on the lot, or the allowable occupancy of the building.
8. According to the plans and drawings on file with the ZO and Exhibit 6, relevant statistics for the premises are:

(a) Lot SF: 3,824.34

(b) Total building SF:	2,181 (includes deck measuring 346 SF)
Basement:	476 SF with Occupancy of 16
1st Floor:	986 SF with Occupancy of 17
2nd Floor:	719 SF with Occupancy of 12 (including deck measuring 346 SF)
(c) Permitted SF:	1,835 (interior space only)
(d) FAR [(b)/(a) = FAR]:	.570

The basement has front and rear entrances; the first (ground level) floor has one front entrance; the second floor has one exterior staircase entrance (which was reconstructed) leading to an outside 346 square foot deck and upstairs exterior entrance. All floors are accessible inside by way of staircases, which have been reconstructed or repaired.

9. The relevant neighborhood statistics available through various public sources reveal the following:

(a) Within 2 blocks of FoBoGro there are:

- 4,000 students residents;
- 14 neighboring dormitories and 15 fraternity and sorority houses associated with The GWU;
- Six high rise apartment buildings;
- Numerous town houses, many of which are owned by The GWU and used for housing or offices;
- One hotel; and
- Multiple office buildings and other small businesses.

(b) In the 20037 zip code, where FoBoGro is located, there are:

- 12,500 population;
- 7,700 housing units;
- .73 square miles;
- Primarily pedestrian traffic; and
- Foggy Bottom Metro Station within 5 blocks.

10. On July 16, 2009, The GWU obtained approval from the Commission on Fine Arts ("CFA") for the proposed renovations to the building. See Exhibit 9, Excerpt from CFA Minutes.

11. After July 16, 2009, renovation construction began. The cost of renovations is broken down as follows:

Architectural drawings:	\$ 29,100.00
Demolition costs:	\$ 210,000.00

Interior floor renovations/ equipment installation	
Bottom Floor:	\$ 96,000.00
Middle Floor:	\$ 68,000.00
Top Floor	\$ 79,000.00
Exterior (painting, landscaping etc.):	\$ <u>26,000.00</u>
Total cost of renovations:	\$ 508,100.00

12. On October 14, 2009, in response to allegations made by the Appellant in this matter, the ZA issued a Notice of Revocation of the Certificate of Occupancy dated 8/21/2008 and issued 14 months earlier. Renovations were three months underway.

13. On October 21, 2009, Mr. Hart met with the ZA and explained the following:

(a) the FoBoGro product and merchandise mix includes no less than seven discrete product categories including unprocessed foods (fresh fruits, vegetables, meats), processed and packaged foods, beer and wine, cosmetics and toiletries, over the counter medicines, tobacco, seasonal products, and prepared foods;

(b) the basement level, where a commercial kitchen had been installed under prior ownership, is the prepared food area, without any seating, which is for fresh preparation and food sales along with other snack and accompaniment grocery items; there will be no alcohol available for sale on this floor; and

(c) the first and second floors are the general grocery sales areas and have the shelving, refrigerators, and displays for the sale of the other products described above, plus a deli counter for prepared foods prepared in the basement level.

Following the October 21, 2009 meeting, Mr. Hart submitted substantial information to the ZA that included diagrams, plans, photographs, memoranda, and other documentation to demonstrate the prior and proposed renovations and use of the premises comply with the Zoning Regulations. See Photos of Store under Prior Owner embedded in Exhibit 6 and Exhibit 10, Statement of Meseret Bekele. The submission is voluminous and is not duplicated here because it is a part of the ZA and ZO file.

14. On November 4, 2010, the ZA reissued a Certificate of Occupancy, attached as Exhibit 11, to Foggy Bottom Grocery, LLC with the following permissions:

Description of Occupancy: Retail Grocery Store (sales of cigarettes and

medicine) with accessory prepared food shop

Occupied Square Feet: 1835

15. Construction on FoBoGro is now almost 100% complete and most or all inspections have been obtained and passed by the DCRA. See Exhibit 12, Current Photos of FoBoGro.

16. Community support for FoBoGro is demonstrated by the petitions signed by residents of the neighboring residence halls and townhouses, and submitted to the ZA on October 21, 2009. In addition, attached are Exhibit 13, Letters of support and Exhibit 14, Order by the Alcoholic Beverage Regulatory Administration dated January 6, 2010.

Discussion

A Use Variance is Not Necessary for an Accessory Prepared Food Shop

The Appellants are operating under the mistaken belief that FoBoGro is changing its use from a grocery to something else or that it is changing its use to one that is not allowed in a C-1 District. The steps taken by FoBoGro and the Architectural Plans and drawings for the premises demonstrate that FoBoGro is not changing the primary use of the premises as a grocery store to another primary business use. See Exhibit 6. Therefore, FoBoGro asserts that it is not required to apply for either a Variance or a Special Exception and that the ZA did not exceed his authority in issuing either the 8/21/2008 or the 11/4/2009 Certificates of Occupancy.

Use Variances permit uses that are ordinarily prohibited for a property. *Palmer v. Board of Zoning Adjustment*, 287 A.2d 535, 542 (D.C.App 1972)(applicant sought a use that was not within the matter of right uses in an R-4 zoning district). According to *Palmer*, Use Variances require a more stringent showing than Area Variances. *Id.*

In this case, FoBoGro is a non-conforming C-1 property in what is now an R-5-E Zoning District. It has operated since 1946 as a neighborhood facility grocery store, selling a wide variety of traditional grocery items. The fact that FoBoGro is recognized as a C-1 property is significant and consistent with the purpose of C-1 Zoning Districts, which are aptly called Neighborhood Shopping Districts. Such C-1 Zoning Districts are "designed to provide convenient retail and personal service establishments for the day-to-day needs of a small tributary area, with minimum impact upon surrounding residential development." 11 DCMR 700.1. This type of convenience to a local area is precisely what FoBoGro will continue to offer the surrounding Foggy Bottom community.

The facts demonstrate that the basement floor was outfitted with

commercial kitchen equipment long before FoBoGro purchased the business from Mesco, Inc. See Exhibit 10. See also Photos embedded in Exhibit 6 and photos submitted to the ZA on October 21, 2009. Prior owner(s) used the basement level to prepare foods for sale in the store and for catering. It is also a matter of record in BZA Application No. 16259, dated April 16, 1998, that Mesco, Inc. used the basement kitchen for preparing, selling, and delivering pizza, which the BZA determined was *not* a permissible use of the premises. Although the facts are different, the Order in BZA Application No. 16259 is relevant to this appeal in that the BZA stated:

Under Section 2003, if the *proposed use* is deemed to be a neighborhood facility, the applicant *may change* that nonconforming grocery store use to *another use allowed as a matter of right in the C-1 District*. (Emphasis added.)

The BZA opinion made it clear that the actual use of the premises by Ms. Bekele in 1998 for a pizza delivery service would be subject to a Use Variance, because a pizza delivery service is *not* a matter of right use for a C-1 property. However, the decision also clarified that a Special Exception rather than a Use Variance would be at issue *in a change of primary use from a grocery store to a "delicatessen,"* when it stated:

The D.C. Office of Planning (OP) offered evidence and testimony to support its recommendation that the special exception be granted. OP found that the *change of a nonconforming use from a grocery store to a delicatessen would not have a significant adverse impact on the area or the character of the neighborhood*. (Emphasis added.)

The BZA ruling is consistent with 11 DCMR 2003.1, which provides that "a nonconforming use may be changed to a use that is permitted as a matter of right in the most restrictive district in which the nonconforming use is permitted as matter of right."

Matter of right uses for C-1 properties include cosmetics and toiletries stores, drug stores and pharmacies, food or grocery stores, off premises alcohol beverage sales, prepared food shops with 18 or less seats, and tobacco sales. 11 DCMR 7-1.4 (h), (i), (l), (t), (v), and (z). These uses are particularly relevant because FoBoGro is not planning or seeking an accessory use for the premises that is not a matter of right use in a C-1 property or C-1 Zoning District. It is also significant that these matter of right uses represent product categories FoBoGro will be offering, which an ever demanding public customarily purchases from and expects to find in grocery stores, and which FoBoGro has determined are desired by the local community. FoBoGro urges that its product mix exemplifies the type of neighborhood shopping facility that is desirable in a C-1 property, where a predominantly pedestrian community needs neighborhood facilities, and large chain grocery stores are often not accessible or as desirable for traffic and other

reasons.

Appellant is in error in asserting that the ZA exceeded his authority in issuing the Certificate of Occupancy that allows for an accessory prepared food shop. According to 11 DCMR 702.4, "accessory uses customarily incidental and subordinate to the uses permitted in C-1 Districts *shall* be permitted in a C-1 District" (emphasis added), because accessory uses are not subject to Variances or Special Exceptions. See McQuillin, *The Law of Municipal Corporations*, Section 25.125, "Primary and Accessory Uses" (October 2009). An accessory use may be measured as approximately 15% of revenues, but is generally determined on a case by case basis. See BZA Appeal No. 17675 of the Reed-Cooke Neighborhood Association, dated November 13, 2008. Prior certificates of occupancy recognized the sales of cigarettes, medicines, as accessory to grocery sales. The inclusion of an accessory prepared food shop (a matter of right use in a C-1 property) given the variety of products offered by FoBoGro, means that each use or product category is necessarily accessory.

It is clear from the 1998 decision in BZA Application No. 16259, that the Office of Planning ("OP") considered a change from a grocery to a delicatessen to be an appropriate Special Exception for the premises. Even so, FoBoGro is not changing the primary use of the premises.

Because a Use Variance is not at issue in this case, the three-part test set forth in 11 DCMR 3103.2 is not applicable. However, even if it were applicable, FoBoGro meets the requirements of this test.

With respect to the first prong of the test, the exceptional situation affecting the property is that it was grandfathered in an R-5 zoning district as if the property were in a C-1 Zoning District. Prior Certificates of Occupancy confirm that Foggy Bottom Grocery has been serving the predominantly pedestrian neighborhood of Foggy Bottom for over 60 years. Over time the building and the property had fallen into disrepair and the building needed to be brought up to code for safety and other reasons.

The second prong, respecting the peculiar and exceptional difficulties or exceptional or other hardship on the owner of the property is met. After the ZA issued the first Certificate of Occupancy on 8/21/2008, FoBoGro and The GWU have been expended nearly \$1,000,000 on the purchase of the business, retaining architects and engineers, obtaining permits, licenses, authorizations, and inspections from DCRA, the Alcoholic Beverage Regulatory Administration ("ABRA"), the ZO, and the CFA, entering into vendor relationships, surveying the community, and other actions in preparation to re-open the store after construction is complete. Financial projections for the business indicate that long term revenues will not sustain the business as a grocery without the product mix and use of all floors within the building.

The third prong of the test is met because there is no detriment to the public good or impairment to the intent, purpose, and integrity of the Zone Plan. The permits issued, licenses granted, and approvals given by DCRA, ABRA, and CFA support the use of the premises as being consistent with the Zoning Regulations and other laws and as not having detrimental impact on the peace, quiet, traffic and real estate values of the area.

An Area Variance is Not Necessary for the 373 SF Second Level

FoBoGro asserts that an Area Variance is not at issue because there is no change to the square footage of the building and the FAR for this property is not exceeded or being increased. An Area Variance does not alter the character of the Zoning District, but involves changes or additions to the structures that are outside of the parameters of the Zoning Regulations. In this case, the use of the 1,835 interior square feet of the building for the business does not exceed the FAR of this property or of a C-1 property. The FAR ratio of the 1,835 SF store is 0.479; this is less than the FAR of the structure, which is 0.570, and less than one-half of the allowable 1.0 FAR for a C-1 property.

The use of three existing floors with a total of 1,835 SF, instead of two floors with a total of 1,462 SF will have no negative impact on the community as a whole. In addition, renovations to the building did not result in moving any weight-bearing structure or adding new structures to the property. Rather the shell of the building remained intact; there is no encroachment upon neighboring properties' air, light or view. Because there is no increase in the building square footage or any additions to the building, neighboring properties are unlikely to be negatively affected simply because the Certificate of Occupancy allows the entire building to be occupied for the business.

A Special Exception is Not Necessary for this Accessory Prepared Food Shop

Special Exceptions are authorized when the judgment of the BZA is that the exception is in harmony with the purpose and intent of the Zoning Regulations and will not adversely impact neighboring properties. FoBoGro is not seeking any of the Special Exceptions detailed in 11 DCMR 3104, although a Prepared Food Shop with seating for more than 18 is deemed a Special Exception in a C-1 property. In this case, FoBoGro will have only a prepared food preparation and service counter, no seating indoors, and no bench or other seating outdoors on the premises.

However, even if there was the need for a Special Exception, the fact that the property is zoned as if it were in a C-1 neighborhood recognizes that it was, when grandfathered, and is presently in harmony with neighboring properties. In an R-5-E district zone, commercial adjuncts to hotels and convenience stores and personal services within residence halls are authorized Special Exceptions when in harmony with and not detrimental to the community. In this case, the

neighboring Plaza Hotel, although it has a restaurant/cafe, offers no products or commercial adjuncts for its guests like what will be offered at FoBoGro. Likewise, none of the recently constructed 474 room residence hall across the street, the adjacent Fraternity and Sorority town homes, or the high rise apartments have convenience stores within their premises, highlighting the need for such a business as FoBoGro in their midst. Because of the obvious need in the community for neighborhood facilities like FoBoGro, The GWU, as owner of the property, the abutting property and many of the neighboring properties, leased the premises to be used as a grocery store that offers prepared food options to customers, many of whom are students of The GWU.

Estoppel Applies to Revocation of the Certificate of Occupancy

As previously briefed in greater detail, estoppel applies. In good faith reliance on the Certificates of Occupancy issued on 8/21/08 and 11/4/09 by the DCRA and ZO, FoBoGro made financial projections for the success of the business and committed and continued to invest substantial financial and other resources to enter into business contracts, and obtain permits, inspections and other approvals from DCRA, CFA, and ABRA. To that end, FoBoGro is ready to open for business. If the 11/4/09 Certificate of Occupancy is revoked and or reissued on terms according to the interpretation of the Zoning Regulations submitted by the Appellants, *i.e.*, to limit the business to one floor (approximately 986 square feet) and limit the business to groceries only, financial projections show that the impact would subject FoBoGro to exceptional or undue hardship and unrecoverable financial loss. The community could ultimately lose a valuable amenity as well. The facts and law support the application of the doctrine of estoppel to revoke the Certificate of Occupancy under the principles established in BZA Appeal 17109 of Kalorama Citizen's Association dated November 8, 2008. See also, *District of Columbia v. Cahill*, 60 App.D.C. 342, 54 F.2d 453 (1931) (City estopped to revoke certificate of occupancy due to the good faith of the parties, the mistakes of the municipal agency, the significant cost and change of position, and the balance of equities are in favor of the property owner); *Sisson v. District of Columbia Board of Zoning Adjustment*, 805 A.2d 964, 972 (D.C. 2002).

Conclusion:

For the reasons stated above and supported by the Exhibits attached, FoBoGro, urges that the BZA deny the WECA appeal and affirm the 11/4/09 Certificate of Occupancy issued by the ZA as issued within the ZA's authority.

Respectfully submitted,



Constance J. Miller

Counsel for Foggy Bottom Grocery, LLC

Attachments:

<u>Exhibit 1</u>	Overview of Square 81
<u>Exhibit 2</u>	Zone 10 Map
<u>Exhibit 3</u>	Certificate of Occupancy dated 8/21/2008
<u>Exhibit 4</u>	Purchase Agreement
<u>Exhibit 5</u>	Excerpts from Lease with The GWU
<u>Exhibit 6</u>	Architectural Plans
<u>Exhibit 7</u>	Demolition Permit
<u>Exhibit 8</u>	Construction Permit
<u>Exhibit 9</u>	Excerpt from CFA Minutes
<u>Exhibit 10</u>	Statement of Meseret Bekele
<u>Exhibit 11</u>	Certificate of Occupancy dated 11/4/2009
<u>Exhibit 12</u>	Current Photos of FoBoGro
<u>Exhibit 13</u>	Letters of Support.
<u>Exhibit 14</u>	Order of the Alcoholic Beverage Regulatory Administration dated January 6, 2010

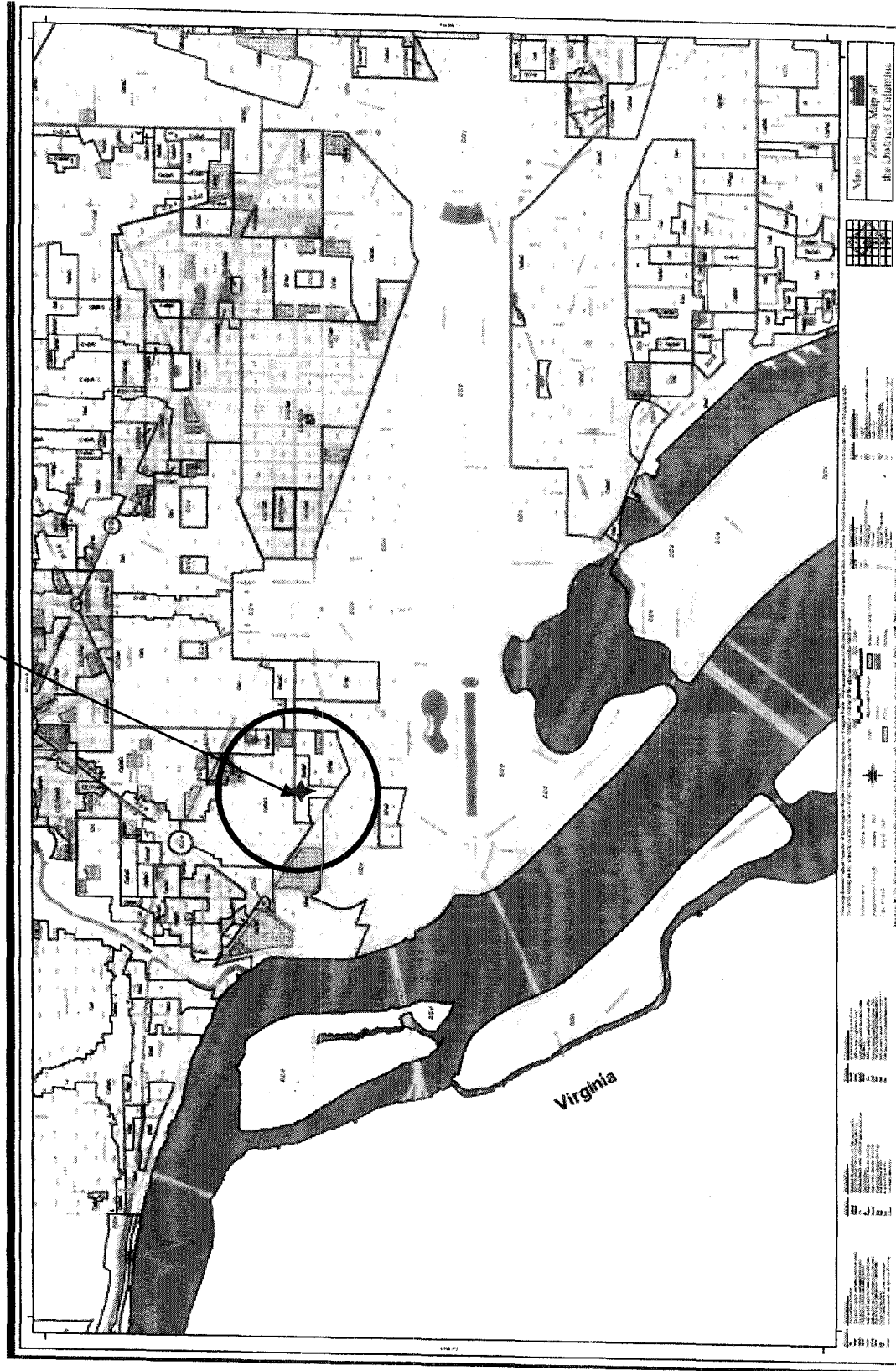
4841-1257-3957, v. 2

Overview of Square 81



Foggy
Bottom
Grocery

Zoning Map 10: Foggy Bottom Grocery location - R-5-E



Department of Consumer and Regulatory Affairs

Permit Operations Division

941 North Capitol Street NE Room 2100

Washington DC 20002

Tel. (202) 442 - 4569

Fax (202) 442 - 4862

ORIGINAL



CERTIFICATE OF OCCUPANCY

THIS PERMIT MUST ALWAYS BE CONSPICUOUSLY DISPLAYED AT THE ADDRESS OF WORK UNTIL
WORK IS COMPLETED AND APPROVED

PERMIT NO. CO0800102

Date: 08/21/2008

Address of Use: 2140 F ST NW		Zipcode:	Zone:	Ward: 2	Square: 0081	Suffix:	Lot: 0811
Description of Occupancy: retail,cigarettes and medicine,grocery store,sandwich shop							
Permission Is Hereby Granted To: Foggy Bottom Grocery Lic		Trading As:		Floor(s) Occupied	PERMIT FEE: \$76.00		
Previous Use(s): Retail or Wholesale Store - M		Approved Use(1): Retail or Wholesale Store - M		Approved Use(2):			
Type of Occupancy: Ownership Change	BZA Number:		Occupied Sq. Footage: 1835		Occupant Load:		
Conditions/ Restrictions							
THIS CERTIFICATE SHALL BE POSTED CONSPICUOUSLY ON THE ABOVE PREMISES AT ALL TIMES. IT IS VALID INDEFINITELY, unless an expiration date is stated, VALID ONLY for the premise at the above address or part thereof, and for the purpose(s), indicated above, and IS NOT TRANSFERABLE to another person or premises under ANY conditions. ANY CHNAGE in the type of business, ownership of business, or part of premises used therefore, will render this Certificate VOID and a new Certificate must be obtained.							
Director: Linda K. Argo		Permit Clerk: Joseph Bemby		Expiration Date:			
TO REPORT WASTE, FRAUD OR ABUSE BY ANY DC GOVERNMENT OFFICAL, CALL THE DC INSPECTOR GENERAL AT 1-800-521-1639 FOR CONSTRUCTION INSPECTION INQUIRIES CALL (202) 442-9557 TO SCHEDULE INSPECTIONS PLEASE CALL (202) 442-9557.							

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made this 20th day of November, 2008 by and between MESCO, INC. ("Seller") and FOGGY BOTTOM GROCERY, LLC, a District of Columbia limited liability company ("Purchaser").

WITNESSETH THAT,

WHEREAS, Seller is the owner of a certain grocery/food store (the "Business") located at 2140 F Street, NW, Washington, D.C. (the "Demised Premises") known as "Foggy Bottom Grocery"; and

WHEREAS, Meseret Bekele ("Bekele") is the sole shareholder of MESCO, INC.; and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Business including the assets set forth on the attached Exhibit "1".

NOW THEREFORE, in consideration of the above premises and covenants set forth hereinbelow, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

1.

(a) Seller agrees to sell and Purchaser agrees to purchase the assets of the Business located at the Demised Premises including furniture, fixtures and equipment listed on the attached Exhibit "1", but excepting only accounts receivable and cash in bank on hand as of the date of Closing (collectively the "Assets" or "Property") free and clear of all liens and encumbrances for the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) plus or minus "Adjustments" and any "Closing Costs" hereafter provided to be allocated as follows:

a.	Furniture, Fixtures and Equipment	\$5,000.00
b.	Covenant Not to Compete	100,000.00
c.	Goodwill	100,000.00
d.	Leasehold	45,000.00
Total:		\$250,000.00

(b) Any transfer or other tax that may become due and payable the District of Columbia as a result of this sale shall be shared equally between Seller and Purchaser.

(c) Each party hereto agrees to file their respective Federal, state and local income tax returns based on the above allocation (in accordance with Section 1221 of the Internal Revenue Code of 1986, as amended) and to indemnify the other against any loss, liability, damage, penalty, interest or expense (including reasonable attorney's fees) incurred by reason of breach thereof.

been given and received on the day it is received, provided that if such day is not a business day then the Notice shall be deemed to have been given and received on the business day next following such day.

(g) Up through the date of Closing, Seller shall allow Kris Hart, as Purchaser's representative, to continue to work at the business being sold hereunder as "manager" in the same capacity as allowed under June 30, 2008 Letter of Intent signed by parties. Kris Hart shall receive no compensation for such work. Bekele agrees that if requested by Purchaser, she will agree to act as an advisor to the Purchaser's Board of Directors, or other governing body, for the period determined by Purchaser to expire no later than June 30, 2009. In such capacity Bekele shall provide such reasonable assistance as may be required by Purchaser.

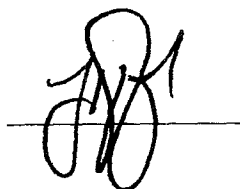
(h) All covenants, promises, representations, warranties and agreements contained in this Agreement shall survive the Closing hereunder and shall not be merged with or into any bill of sale.

(i) This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument

(j) The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal, invalid or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision to the extent enforceable, shall, nevertheless, be binding and enforceable.

IN THE WITNESS WHEREOF the parties hereto have hereunto duly executed this Agreement.

ATTEST/WITNESS



SELLER

MESCO, INC.

By: Meseret Bekele
Meseret Bekele, President

Date: 11-20-08

Meseret Bekele (Seal)
Meseret Bekele, individually, as to paragraphs 12(b); 14 and 19(g)

Date: 11-20-08

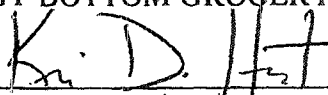
ATTEST/WITNESS:



C/Hart/FB

PURCHASER

FOGGY BOTTOM GROCERY, LLC

By: 
Kris Hart, President

Date: 11/20/08

EXHIBIT "1"

EXHIBIT OF PROPERTY

(a) Tangible Personal Property. All equipment (including all computer hardware), physical therapy apparatus, electrical devices, furniture, fixtures, office materials and supplies, hardware, tools, spare parts, and other tangible personal property of every kind and description owned by Seller as of the date of this Agreement and used or held for use in connection with the business and operations of the Business, including without limitation those listed and described on Exhibit1 (a) attached hereto

(b) Customer Accounts and Agreements. All of Seller's rights and interest in Seller's customers and accounts, and any and all associated contracts and agreements.

(c) Other Agreements. All of Seller's rights and interest pursuant to the contracts specifically identified on Exhibit1 (d) attached hereto.

(d) Trade Name. All of Seller' right, title and interest in and to the trade name "Foggy Bottom Grocery".

(e) Other Intangible Property. All of Seller's Intangible Property, including Seller's right, title and interest in and to the domain name(s) and contents of the world wide web site(s) of Seller, including without limitation, the domain name and website located at <http://www.elite-performancept.com/> and all software associated with the operation of any and all websites, as well as any and all software related to the operation of Seller's business, all telephone numbers used in connection with the business, to the extent transferable, all computer software used in the business, to the extent transferable under Seller's existing software license agreements, and all business licenses, to the extent transferable.

(f) Files and Records. All files and other records of Seller relating to the operations of the business, if any (other than duplicate copies of such files) other than files and other records that refer exclusively to Seller's internal corporate matters.

(g) Prepaid Deposits. All deposits, reserves and prepaid expenses relating to the business and prepaid ad valorem taxes relating to the business or the Assets (which shall be prorated, if applicable).

(h) Goodwill. All of Seller's goodwill in, and going concern value of, the business.

(j) Leasehold Improvements. All leasehold improvements existing at or upon the Demised Premises including any and all cabinets, counters, display cases and signage.

(Exhibit 1)

LIST OF ASSETS

- 1 pizza oven
- 2 security cases
- 1 beer cooler unit
- 1 toaster
- 3 work top refrigerators
- 1 deli convenience sink
- 1 true deli case
- 1 open deli case
- 2 electronic cash registers
- 1 ATM terminal
- 2 large shelves
- 2 small shelves
- 1 large two door refrigerator
- 2 chairs
- 1 small walk-in freezer (outside of building)

ASSIGNMENT OF LEASE

KNOW THAT MESCO, INC, a business corporation formed under the laws of the District of Columbia, with its principle office located at 2140 F Street, N.W., Washington, D.C., Assignor, in consideration of an Asset Purchase Agreement to be executed on November 19, 2008 with FOGGY BOTTOM GROCERY, LLC, Assignee, hereby assigns unto the Assignee its existing lease of the above premises, listed in and outlined in the original and extended lease annexed hereto.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, from November 19, 2008, and for the rest of the specific lease period mentioned in the lease and extension thereof, subject to the terms, covenants, conditions, and provisions mentioned therein.

IN WITNESS WHEREOF, the Assignor has executed this Assignment this ____ day of November, 2008.

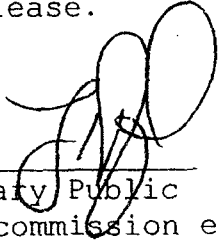
MESCO, INC.

BY: Meseret Bekele
Meseret Bekele
President

~~DISTRICT OF COLUMBIA~~
CITY OF WASHINGTON

State of Maryland
Maryland

On this ____ day of November 2008, before me the undersigned appeared Meseret Bekele, known to me on the basis of satisfactory evidence, to be the individual who signed, and acknowledged that she signed, this assignment of lease.


Notary Public

My commission expires

LARRY H. KIRBY
PUBLIC STATE OF MARYLAND
My commission Expires March 1, 2010

>

THE GEORGE WASHINGTON UNIVERSITY
Premises at: 2140 F Street, N.W., Washington, D.C.

RETAIL LEASE

THIS LEASE is made and entered into as of this _____ day of _____, 2009, by and between THE GEORGE WASHINGTON UNIVERSITY, a federally chartered corporation ("Landlord"), and FOGGY BOTTOM GROCERY, LLC, a District of Columbia limited liability company ("Tenant").

WITNESSETH, that, for and in consideration of the rents, mutual covenants, and agreements hereinafter set forth, the parties hereto do hereby mutually agree as follows:

1. Leased Space.

1.1. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, for the term and upon the conditions hereinafter provided, certain premises comprising the entire townhouse building located at 2140 F Street, N.W., Washington, D.C. (the "Leased Space") agreed to be one thousand eight hundred forty-five (1,845) square feet of rentable area (the "Square Footage"). The Leased Space is outlined on the floor plan attached hereto and made a part hereof as Exhibit A.

1.2. Tenant shall not have the right to place anything on the roof of the Leased Space.

2. Term, Renewal.

2.1. The initial term ("Initial Term") of this Lease shall be for a period of five (5) years, starting on the Commencement Date, which shall be the date that Landlord delivers the Leased Space to Tenant, and shall expire at 11:59 p.m. on the day before the fifth (5th) anniversary of the Commencement Date ("Expiration Date"), unless sooner terminated in accordance with the provisions hereof. Tenant shall sign a statement prepared by Landlord which certifies the Commencement Date and Expiration Date.

2.2. For all purposes of this Lease, the term "Lease Year" shall mean each 12 calendar month period during the Term hereof, beginning with the first full calendar month after the Commencement Date, except that (a) during the first year of this Lease the Lease Year shall also include any fraction of a month between the Commencement Date and the first full calendar month after the Commencement Date, and (b) during the last year of this Lease the Lease Year shall be deemed to end on the date this Lease expires or earlier terminates.

2.3. Provided Tenant is not in Default (hereinafter defined) on the relevant renewal date, Tenant shall have the option to renew this Lease for two(2) consecutive periods of five (5) years (each, an "Option Period") (the Initial Term and said Option Periods hereinafter collectively the "Term") by written notice ("Renewal Notice") to Landlord not less than fourteen (14) months prior to the expiration of the (a) Initial Term and (b) first Option Period, respectively, upon the same terms and conditions provided herein, except that Base Rent (hereinafter defined) shall be at a market rate as reasonably determined by Landlord.

3. Use.

3.1. Tenant will at all times (a) continuously use and occupy the Leased Space solely as a retail grocery and sandwich shop ("Tenant's Business"), and (b) operate Tenant's Business in such a way as will be compatible with the operation of the Leased Space as a First-Class building with retail space, as determined in Landlord's sole and absolute discretion (all of (b) collectively "First-Class Operation"). Tenant shall not use the Leased Space for any purpose other than Tenant's Business, nor for any use which does not strictly conform to the Certificate of Occupancy for the Leased Space existing as of the date of this Lease. Tenant agrees that Landlord has not made, and does not make in this Lease, any representation or warranty regarding the permissibility of Tenant's Business under any current or future zoning laws or regulations affecting the Leased Space. In no event may Tenant's (or any assignee's or subtenant's) use of the Leased Space violate any exclusive use of another tenant of Landlord, wherever located on the Foggy Bottom Campus of Landlord. Tenant acknowledges that the Leased Space is located on Landlord's University Campus, the primary purpose of which is as an educational institution. Tenant agrees to maintain the interior and exterior of the Leased Space in conformity with the First Class Operation, as determined by Landlord. This includes, without limitation, maintaining a pest control service contract for the Leased Space on a monthly basis and providing proof to Landlord each month of such pest control service, managing trash in accordance with Landlord's requirements, and general Maintenance (as defined in Section 6.3) in accordance with primary use of Landlord's University Campus. Neglect by Tenant to maintain

Initials _____

the interior or exterior of the Leased Space shall be a Default and grounds for termination of this Lease upon failure of Tenant to cure within two (2) calendar days after notice from Landlord.

Tenant agrees to use its commercially reasonable efforts to utilize the soft drink/juice/bottled water vendor with which the University maintains a pouring rights agreement from time to time. The foregoing agreement of Tenant is solely for the benefit of the University and enforceable solely by the University.

Tenant agrees to enter into a contractual agreement with Landlord and Landlord's vendors, in form and substance acceptable to Landlord, in which Tenant agrees to accept, and Tenant does hereby agree to accept, customer purchases made using the "GWorld" card and Tenant shall maintain its appropriate agreement with "Blackboard" the administrator of the GWorld Card, or its successors, in connection with the use of the GWorld Card in the Leased Space. The sale of alcoholic beverages is not permitted on the GWorld card. In the event that Tenant violates the terms of the agreement with "Blackboard", or its successors, or the terms of this paragraph with respect to the GWorld Card, Landlord shall have the right to terminate this Lease.

3.2. Tenant will not use or occupy the Leased Space for any unlawful purpose, and will at its sole cost comply with all present and future laws, ordinances, regulations, and orders of all governments, government agencies and any other public authority having jurisdiction over the Leased Space, including, by way of illustration only, obtaining, maintaining and complying at all times with all licenses and permits necessary for the proper and lawful conduct of Tenant's Business.

3.3. Tenant shall use the entire Leased Space to operate its business continuously during the entire Term unless prevented from doing so because of Casualty (hereinafter defined), and shall conduct its business at all times as a First-Class Operation and in a reputable and lawful manner and in good faith, and will not do anything tending to injure the reputation of the Leased Space, as determined by Landlord.

3.4. Tenant warrants, represents, covenants and agrees that it will conduct a First-Class Operation and that, without limiting the generality of the term First-Class Operation, Tenant shall at all times throughout the Term:

3.4(1) Pay, before delinquency, all taxes (including, without limitation, sales taxes, gross receipts taxes, withholding taxes and use and occupancy taxes), assessments, license fees and other charges and fees that are levied or assessed against Tenant, Tenant's use or occupancy of the Leased Space, the conduct of Tenant's business at the Leased Space, all sales and services provided in or from the Leased Space, and all of Tenant's equipment, fixtures, furnishings, inventory and personal property, installed or located in or on the Leased Space, and against the value of leasehold improvements, that become payable during the Term. By not later than ten (10) days after the date (without extension) on which each return for said taxes, assessments, license fees and other charges are required to be filed by Tenant with any governmental authority (including, without limitation each monthly sales tax return), Tenant shall furnish Landlord with a copy of said return and satisfactory evidence of payment of the amount due and paid. Any failure of Tenant to provide any such return and evidence to Landlord by the expiration of said ten day period shall be an immediate Default, as to which no cure or grace period shall be applicable.

3.4(2) Keep the Leased Space (including the exterior and interior portions of all windows, doors and all other glass and signs) in compliance with the First-Class Operation standard and orderly, neat, safe and clean and free from all trash at all times, store all trash only in the areas designated by Landlord for such storage and accumulation, observe all rules and regulations promulgated by Landlord at any time and from time to time relating to delivery vehicles and the delivery of merchandise, and generally do everything necessary to conduct a First-Class Operation at all times.

3.4(3) Keep the Leased Space fully stocked with a complete line of merchandise offered for sale in the Leased Space.

3.4(4) Observe all rules and regulations established by Landlord for the Leased Space from time to time ("Rules"), including, without limitation, Rules relating to hours the Leased Space is to be kept open for business, which Rules shall not be materially inconsistent with the provisions of this Lease. (Landlord's initial Rules are attached hereto as Exhibit B.)

3.4(5) Not use any space outside the Leased Space for display, sale, storage or any other purpose.

3.4(6) Comply with and observe all restrictive covenants which affect or are applicable to the Leased Space.

Initials _____

3.4(7) Tenant, at its expense, shall clean and maintain the sidewalks adjacent to the Leased Space and take reasonable action compatible with the permitted use of the Leased Space to avoid obstruction by Tenant's patrons of the sidewalks, entries, passages, elevators, public corridors, and staircases, and take no action which reasonably could be anticipated to cause such obstruction. Cleaning of snow and ice from said sidewalks and entries shall be performed by Tenant's at its expense. No outdoor seating or café space is provided or permitted under this Lease. Tenant shall be permitted to utilize the walk-in freezer existing at the Leased Space as of the date of execution of this Lease and which protrudes beyond the walls of the Leased Space (the "Existing Freezer"), provided that (i) such Existing Freezer may only be accessed from the interior of the Leased Space, (ii) in the event that such Existing Freezer requires replacement, such replacement shall be upon Landlord's prior written approval, and any such replacement freezer shall not protrude outside of the Leased Space by more than the Existing Freezer, and (iii) in addition to its other obligations pursuant to this Lease, Tenant shall maintain and repair the Existing Freezer, at its sole cost and expense, in order to prevent such Existing Freezer from becoming a nuisance to the adjacent properties. In the event that Landlord receives complaints from the occupants of the adjacent properties regarding the condition of the Existing Freezer, Tenant shall repair same within ten (10) days following notice from Landlord. Landlord shall have no obligation to repair or replace the Existing Freezer.

3.4(8) Not install or permit the installation of any awnings, shades or like devices other than as approved in advance by Landlord in writing.

3.4(9) Not use or permit the Leased Space to be used for any disorderly or unlawful purpose, nor allow any odors to emanate from the Leased Space.

3.4(10) Not install or permit any coin operated vending machines or pinball machines, electronic games or similar games, machines, or devices.

3.4(11) Not move any safe, heavy machinery, heavy equipment, or fixtures into or out of the Leased Space without Landlord's prior written consent. Tenant agrees that it will not place a load on any floor exceeding the floor load capacity of 80 pounds per square foot (which is the maximum load such floor was designed to carry), and will not install, operate or maintain in the Leased Space any heavy equipment except in such manner as to achieve a proper distribution of weight.

3.4(12) Not use the plumbing facilities in the Leased Space for any purpose other than that for which they were constructed, and not dispose of any foreign substance therein.

3.4(13) Not permit or suffer its employees, and use its best efforts not to permit or suffer its invitees, licensees or customers, to (a) loiter or congregate on the sidewalk adjacent to the Leased Space or litter in such areas; (b) engage, whether in the Leased Space, or on the sidewalk adjacent to the Leased Space, in drunken or disorderly behavior, fighting, or other behavior which is inappropriate in a first-class building; (c) cause destruction of property, whether within the Leased Space or otherwise; (d) take any action which would create a hazardous condition, including, but not limited to, activating door alarms or fire alarms when no fire exists; or (e) take any other action or engage in any other conduct which would violate any liquor license for the Leased Space or the certificate of occupancy or any other applicable governmental laws, regulations or orders, and not permit or suffer its employees to become intoxicated and not serve any alcoholic beverage to anyone who is intoxicated.

3.4(14) At its sole expense, maintain and keep the Leased Space (including all improvements, plumbing, electrical and HVAC equipment and systems, fixtures and other property located therein) in compliance with the First Class Operation standard and in a neat and clean condition and in good order and repair, and will suffer no waste or injury thereto.

3.4(15) Take all necessary actions, at Tenant's expense, to prevent or eliminate vermin, insects and odors in or emanating from the Leased Space as a result of Tenant's business activities.

3.4(16) Obtain (at Tenant's sole expense), maintain in full force and effect, and at all times fully comply with all required governmental licenses, permits and approvals necessary to enable Tenant to legally sell such goods as are sold in the Leased Space.

3.4(17) Obtain (at Tenant's sole expense), maintain in full force and effect, and at all times comply fully with all of the terms and conditions of the certificate of occupancy for the Leased Space and Tenant shall not amend, change or otherwise alter the uses of the Leased Space set forth in such certificate of occupancy without first obtaining the written consent of Landlord, which may be denied or withheld in Landlord's sole and absolute discretion;

3.4(18) Keep the inside and outside of all glass in the doors and windows of the Leased Space clean.

3.4(19) Keep all exterior store surfaces of the Leased Space neat and clean.

Initials _____

3.4(20) Replace promptly any cracked or broken glass of the Leased Space with glass of like color, kind and quality.

3.4(21) Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Leased Space.

3.4(22) Keep the temperature within the Leased Space at such levels as to prevent freezing of water in pipes and fixtures.

3.4(23) Conduct its business in a manner which is consistent with the First Class Operation standard and the image and use of the Leased Space.

3.4(24) Not substantially change the mix of food items on the menu for the store in the Leased Space from those listed on the initial menu approved by Landlord, it being the intention of the parties that Tenant shall have the right to delete, add to, or modify the items on such menu but shall not so change the variety of such items as to cause the store to become a theme restaurant, whether based on region, nationality, ethnicity, food content or type, or any other factor. Notwithstanding the foregoing, Tenant covenants that it will not operate a restaurant in the Leased Space.

3.4(25) Not utilize any portion of the Leased Space for a business having a sexual orientation.

3.4(26) At Tenant's sole cost and expense, to comply with all present and future laws, orders, and regulations of the jurisdiction in which the Leased Space is located, federal, municipal, and local governments, departments, commissions, agencies and boards to the extent that they or this Lease impose on Tenant or Landlord duties and responsibilities regarding the collection, sorting, separation, and recycling of trash. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section and, at Tenant's sole cost and expense, shall indemnify, defend and hold Landlord harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to Landlord.

3.4(27) Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Leased Space, or the land on which it is located (hereinafter referred to collectively as the "Property") by Tenant, its affiliates, agents, employees, contractors, subtenants, assignees or invitees (a "Tenant Party"). As used in this Lease, the term "Hazardous Material" means any items or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any federal, state or local laws, regulations or ordinances. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all actions or proceedings, costs, claims, damages (including without limitation, attorneys', consultants', and experts' fees), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, liabilities or losses arising from a breach of this prohibition by any Tenant Party. In the event that Hazardous Materials are discovered upon, in, or under the Property, and any governmental agency or entity having jurisdiction over the Property requires the removal of such Hazardous Materials, Tenant shall be responsible for removing, in the manner approved in advance by Landlord, those Hazardous Materials arising out of or related to the use or occupancy of the Property by Tenant or any Tenant Party, but not those of its predecessors. The respective rights and obligations of Landlord and Tenant under this Section shall survive the expiration or earlier termination of this Lease.

In the event that any circumstance occurs which is in violation of the requirements of this Section 3.4, then Landlord shall have the right to make such necessary repairs or alterations, to perform such maintenance or to take such other action as may be reasonably necessary or appropriate to cure the circumstance which exists in violation of the provisions of this Section 3.4, and any charge or cost so incurred by Landlord shall be paid by Tenant as Additional Rent. Landlord shall provide Tenant with advance notice of its intention to perform any work or take any other action pursuant to the immediately preceding sentence (which notice may be given orally and which notice shall not be required in the event of an emergency), which notice shall be for informational purposes only and shall not obligate Landlord to delay its intended action in order to permit Tenant to cure the violation of this Section 3.4. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other right or remedies which Landlord has or may have in said circumstances.

Initials _____

ARCHITECTS
INTERIORS

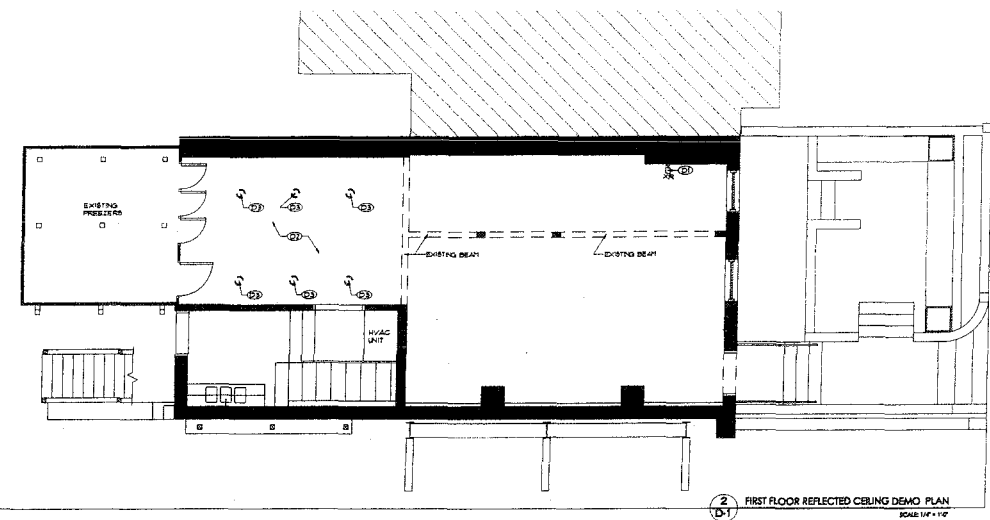
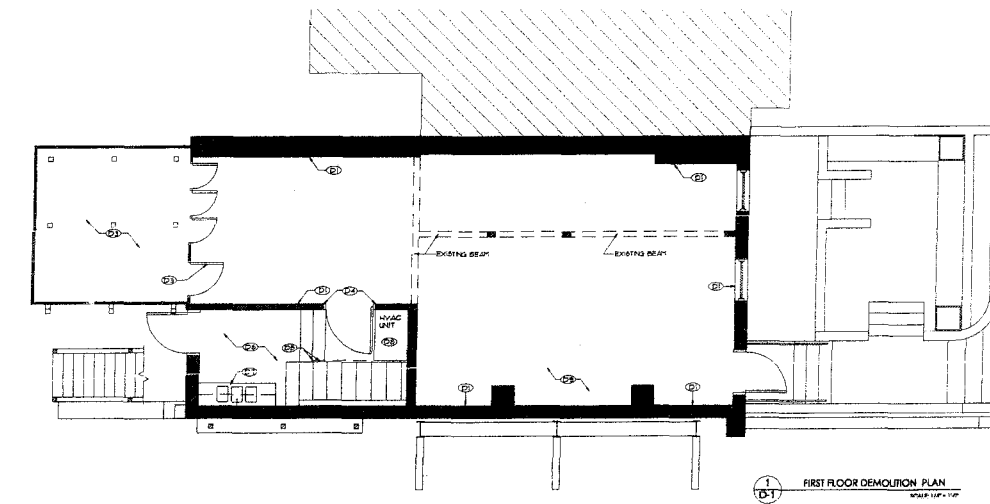
FOBO★GRO

FOGGY BOTTOM GROCERY EST. 1946

2140 F ST NW, WASHINGTON, DC 20037

PERMIT REVISION 1 - 11/24/09

ARCHITECT	EGRESS/KEY PLAN	CODE/ANALYSIS	DRAWING INDEX
FORMDesign, LLC DARO DAVIES 9669C MAIN STREET FAIRFAX, VA 22031 (703) 503-5185 (703) 503-2055 FAX PROJECT DESIGNER - ANJOYI CHANDAMANA			



GENERAL NOTES	
1	ALL DEMOLITION TO BE DONE CAREFULLY WITH VERIFICATION BEFORE REMOVAL.
2	ALL SURFACES EXISTING AFTER DEMOLITION TO BE PATCHED AND REPAIRED TO ALIGN WITH ALL ADJACENT SURFACES.
3	STORE ALL EXISTING ITEMS TO BE REUSED IN A SAFE PLACE. ALL ITEMS DESIGNATED TO BE REUSED ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPLACED OR DAMAGED OR LOST.
4	ALL UTILITIES TO BE IDENTIFIED WITH EACH SUB CONTRACTOR BEFORE DEMOLITION.
5	ALL DEMO WORK TO BE DONE WITH PROPER CONSIDERATION TO ADJACENT TENANTS AND THEIR PATRONS.
6	EXIST ELEC OUTLETS TO REMAIN. ENSURE PROPER WORKING CONDITION AS WELL AS CONNECTIONS FOR ADDITIONAL POWER OUTLETS. REFER TO ELEC DGS.

FIRST FLOOR DEMOLITION KEY NOTES	
1	EXISTING WALL FINISHES TO BE REMOVED. PATCH, REPAIR AND PREPARE THE WALLS TO RECEIVE NEW FINISHES.
2	NOT USED.
3	EXISTING PRESERVE TO REMAIN. CHANGE THE DOOR SWING AS SHOWN IN ALL SHEET.
4	REMOVE THE EXISTING DOOR AND REPLACE WITH NEW. REFER TO DOOR SCHEDULE SHEET.
5	EXISTING VERTICAL WOOD FRAME TO BE DEMOLISHED. PREPARE THE STAIRCASE TO RECEIVE NEW HAND RAIL.
6	EXISTING FLOOR FINISH TO BE REMOVED. PATCH, REPAIR AND LEVEL THE FLOOR TO RECEIVE NEW FINISH.
7	EXISTING COMPARTMENT BUNK TO REMAIN. GENERAL CONTRACTOR TO ENSURE PROPER FINISHING CONDITION.
8	EXISTING MECHANICAL UNIT TO REMAIN.
9	PREPARE THE FLOOR AND WALLS TO RECEIVE NEW STAIR CASE. REFER TO FIRST FLOOR NEW WORK PLANS.

FIRST FLOOR REFLECTED CEILING DEMO NOTES	
1	REPLACE THE EXISTING CAMERA WITH NEW CAMERA AND SPECIFICATIONS BY OWNER.
2	EXISTING DRY WALL CEILING TO REMAIN. PATCH, REPAIR AND PAINT THE DRY WALL CEILING.
3	EXISTING DOWN LIGHTS/RECESSED LIGHTS TO BE DEMOLISHED. REFER TO THE NEW LOCATION OF LIGHTS ON SHEET A-3.

LEGEND/ SYMBOLS	
SYMBOL	DESCRIPTION
[Symbol]	EXISTING WALL TO REMAIN
[Symbol]	EXISTING SPRINKLER HEAD TO BE DEMOLISHED OR RELOCATED
[Symbol]	EXISTING MECHANICAL SUPPLY OR RETURN. REGISTER TO BE DEMOLISHED OR RELOCATED. REFER TO NEW RCP PLAN.
[Symbol]	EXISTING DOWNLIGHT/RECESSED LIGHT TO BE DEMOLISHED.
[Symbol]	EXISTING TO REMAIN
[Symbol]	RELOCATED DEVICE IN NEW PORTION

FORMDESIGN

**ARCHITECTS
INTERIORS**

7660D MAIN STREET, FAIRFAX, VA 22031
(703)503.6185 FAX:(703) 503.2035
THE SHAPE OF THE WORLD TO COME

Project Name

FOBO * GRO

FOGGY BOTTOM GROCERY EST. 1946
2140 F ST NW,
WASHINGTON, DC 20037

Project Number: 09-513

Level	Date	Description

Revisions:

No.	Date	Description
01/23/01		REBUILT SET

CLIENT APPROVAL

SIGNATURE OF AUTHORIZED REPRESENTATIVE

APPROVED BY:

DATE:

Seal:

Seal:

Seal Title:

FIRST FLOOR DEMOLITION PLAN

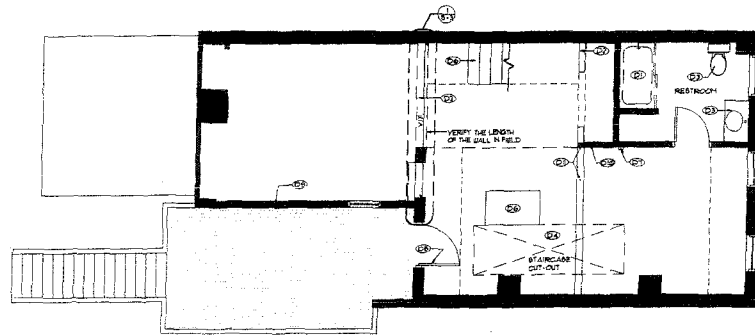
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Checked by: ALD

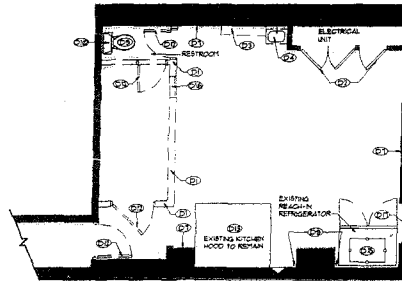
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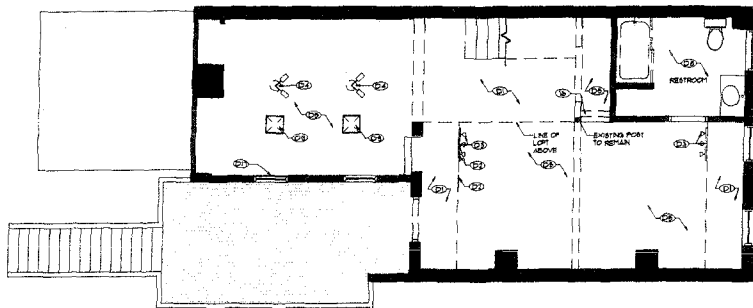
D-1



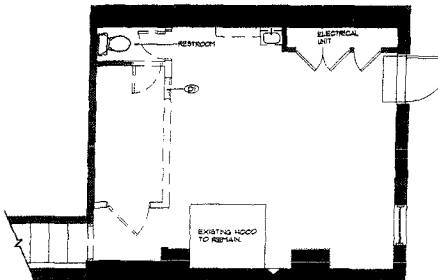
1 SECOND FLOOR DEMOLITION PLAN
SCALE 1/4" = 1'-0"



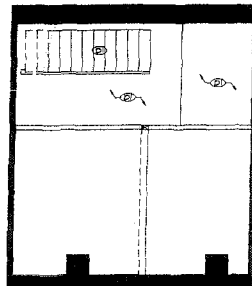
3 BASEMENT DEMOLITION PLAN
SCALE 1/4" = 1'-0"



2 SECOND FLOOR REFLECTED CEILING DEMO PLAN
SCALE 1/4" = 1'-0"



4 BASEMENT REFLECTED CEILING DEMO PLAN
SCALE 1/4" = 1'-0"



5 SECOND REFLECTED CEILING DEMO PLAN
SCALE 1/4" = 1'-0"

LEGEND/ SYMBOLS

SYMBOL	DESCRIPTION
[Symbol]	EXISTING WALL TO REMAIN
[Symbol]	EXISTING WALL TO BE DEMOLISHED
[Symbol]	EXISTING BULKHEAD BEAM TO REMAIN
[Symbol]	EXISTING DRY WALL/PT. BOARD CEILING TO REMAIN
[Symbol]	EXISTING SPRINKLER HEAD TO BE DEMOLISHED OR RELOCATED
[Symbol]	EXISTING MECHANICAL SUPPLY OR RETURN REGISTER TO BE DEMOLISHED OR RELOCATED. REFER TO NEW RCP PLAN.
[Symbol]	EXISTING DOWNLIGHT/RECESSED LIGHT TO BE DEMOLISHED.
NR	RELOCATED DEVICE IN NEW POSITION

GENERAL NOTES

ALL DEMOLITION TO BE DONE CAREFULLY WITH VERIFICATION BEFORE REMOVAL.
ALL SURFACES EXISTING AFTER DEMOLITION TO BE PATCHED AND REPAIRED TO MATCH EXISTING ADJACENT SURFACES.
STORE ALL EXISTING ITEMS TO BE REUSED IN A SAFE PLACE. ALL ITEMS DESIGNATED TO BE REUSED ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED IF DAMAGED OR LOST.
ALL UTILITIES TO BE VERIFIED WITH EACH SUB CONTRACTOR BEFORE DEMOLITION.
ALL DEMO WORK TO BE DONE WITH PROPER CONSIDERATION TO ADJACENT TENANTS AND THEIR PATRONS.

DEMO PLAN KEY NOTES - SECOND FLOOR

- EXISTING BATH TUB IN RESTROOM TO BE DEMOLISHED. CAP ALL WATER LINES IN WALL.
- INTERIOR WALLS TO BE DEMOLISHED. REFER TO STRUCTURAL DRAWINGS ON 8-1.
- EXISTING RESTROOM ACCESSORIES TO BE DEMOLISHED AND REPLACED WITH NEW AS SPECIFIED.
- CUT-OUT THE BLUES AS PER STRUCTURAL DRAWINGS TO RECEIVE A NEW STAIRCASE FROM FIRST FLOOR TO SECOND FLOOR. PATCH AND REPAIR ALL SURFACES AS REQUIRED.
- CHANGE BUNGLE THE DOOR AS SHOWN IN SHEET A-1. REPAIR THE DOOR AS MENTIONED IN FIRM SCHEDULE.
- EXISTING LEFT SIDE WOODEN COLUMN AND BEAM TO REMAIN. REPAIR AND STAIN AS REQUIRED.
- REMOVE EXISTING THERMOSTAT AND RELOCATE AS PER MEP DRAWINGS.
- EXISTING POWER OUTLETS TO REMAIN FOR ADDITIONAL OUTLETS. COORDINATE WITH ELECTRICAL DRAWINGS.
- REMOVE BLOCKAGE ON EXISTING WINDOW. REPLACE THE WINDOW WITH NEW.
- REMOVE UNUSED MECHANICAL DUCT. AS NECESSARY. VERIFY MEP DRAWINGS.

DEMO RCP KEY NOTES - SECOND FLOOR

- EXISTING DROPPED CEILING TO REMAIN. PATCH AND REPAIR TO RECEIVE NEW PLANT.
- EXISTING AIR SUPPLY IN DROPPED CEILING TO BE SAVED AND REUSED. SEE MECHANICAL DRAWINGS FOR DETAILS.
- EXISTING TRACKS TO BE REMOVED AND RE-LOCATED. SEE SHEET A-1 FOR MORE INFORMATION.
- EXISTING LIGHTS TO BE DEMOLISHED. REFER TO NEW REFLECTED CEILING PLAN FOR LOCATION OF LIGHTS AND DETAILS OF FIXTURES.
- EXISTING DRY WALL CEILING TO REMAIN. REPAIR AND PATCH TO RECEIVE A NEW PAINT COLOR.
- EXISTING OUTLIGHTS TO REMAIN.
- NOT USED.
- EXISTING DRY WALL CEILING TO REMAIN IN THE RESTROOM. REFER TO NEW RCP FOR LOCATION OF RECESSED LIGHTS AND THE FIXTURES.
- EXISTING MECHANICAL SUPPLY OR RETURN REGISTER TO BE REMAIN/RELOCATED. REFER TO NEW MECHANICAL PLAN.

DEMO PLAN KEY NOTES - BASEMENT PLAN

- EXISTING INTERIOR WALLS TO BE DEMOLISHED.
- EXISTING DOORS TO BE REPLACED WITH NEW ONES. REFER TO DOOR SCHEDULE SHEET.
- NOT USED.
- HOP SINK TO BE REPLACED WITH NEW. REFER TO NEW WORK PLANS FOR LOCATION OF NEW HOP SINK.
- EXISTING RESTROOM ACCESSORIES TO BE DEMOLISHED AND REPLACED WITH NEW AS SPECIFIED.
- NOT USED.
- REMOVE THE EXISTING WALL FINISHES. PATCH. REPAIR THE WALLS TO RECEIVE A NEW FINISH.
- NOT USED.
- EXISTING WATER HEATER TO BE RELOCATED OVER THE HOP SINK.
- NOT USED.
- REMOVE EXISTING DOORS.
- EXISTING KITCHEN HOOD TO REMAIN. ENSURE THAT THE HOOD IS IN WORKING CONDITION. COORDINATE WITH THE KITCHEN EQUIPMENT PLANS AND DETAILS.
- NOT USED.
- EXISTING REACH IN REFRIGERATOR TO REMAIN. COORDINATE WITH THE KITCHEN EQUIPMENT PLANS FOR DETAILS.
- EXISTING AIR SUPPLY IN THE DEMOLISHED WALL TO BE SAVED. SEE MECHANICAL DRAWINGS FOR RELOCATION AND DETAILS.
- GENERAL CONTRACTOR TO OPEN THE BLOCKED WINDOW AND REPLACE WITH A NEW WINDOW TO SHEET A-1 FOR WINDOW SCHEDULE.

DEMO RCP KEY NOTES - BASEMENT PLAN

- EXISTING AIR SUPPLY TO BE SAVED AND REUSED. SEE MECHANICAL DRAWINGS FOR DETAILS.

DEMO PLAN KEY NOTES - LOFT

- EXISTING FLOORING TO BE REMOVED. PATCH AND REPAIR THE FLOOR TO RECEIVE A NEW FINISH.

FORMDESIGN

ARCHITECTS
INTERIORS

9689D MAIN STREET, FAIRFAX, VA 22031
(703) 503.5185 FAX: (703) 503.2085
THE SHAPE OF THE WORLD TO COME

Project Name:

FOBO * GRO
FOGGY BOTTOM GROCERY EST. 1946

2140 F ST NW,
WASHINGTON, DC 20037

Project Number: 09-513

Sheet: _____
Date: _____ Description: _____

Revisions:

No.	Date	Description
09/23/09		PERMIT SET

CLIENT APPROVAL

SIGNATURE OF AUTHORIZED REPRESENTATIVE

APPROVED BY: _____

DATE: _____

Seal: _____



Sheet Title:

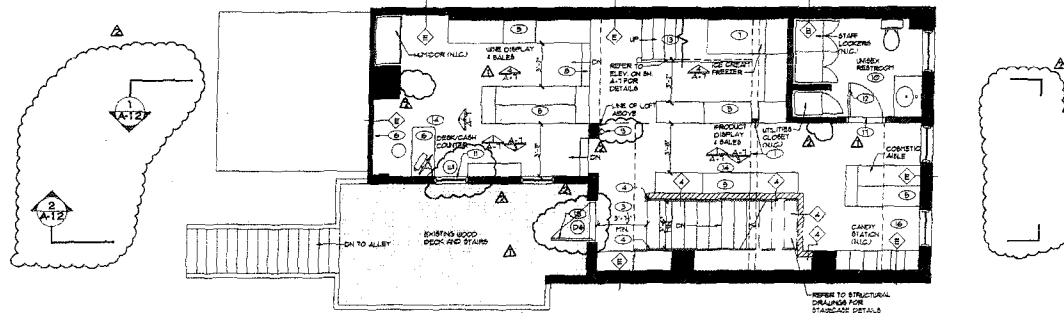
SECOND FLOOR, BASEMENT & LOFT -
DEMOLITION PLAN

Drawn By: AC Checked By: DORL

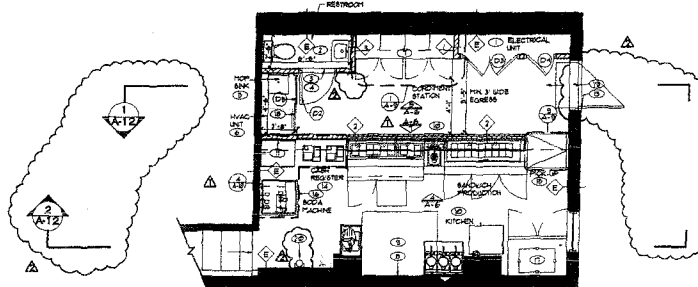
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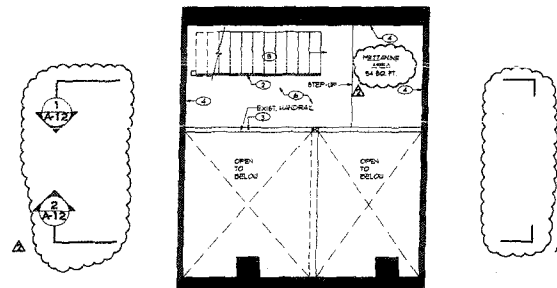
D-2



1 SECOND FLOOR CONSTRUCTION PLAN
SCALE 1/4" = 1'-0"



2 BASEMENT FLOOR CONSTRUCTION PLAN
SCALE 1/4" = 1'-0"



3 MEZZANINE CONSTRUCTION PLAN
SCALE 1/4" = 1'-0"

CONSTRUCTION PLAN KEY NOTES - SECOND FLOOR

1. EXISTING WOODEN COLUMNS & BEAMS TO REMAIN.
2. NOT USED.
3. FIN LANDING AREA TO BE 4'-0" X 4'-0".
4. NEW CONTIGUOUS HAND RAIL SEE SHEET A-10 FOR DETAILS.
5. NEW DISPLAY SHELVING PROVIDED BY OWNER. INSTALLED BY GENERAL CONTRACTOR.
6. NEW BREAKFAST COUNTER & OVERHEAD CABINET REFER TO SPEC & DETAILS ON SHEET A-9.
7. NEW ICE-CREAM FREEZER EQUIPMENT BY OWNER.
8. CONTRACTOR TO BUILD A NEW STEP MATCHING THE EXISTING AS SHOWN WITH RISER: 7 1/2" HIG.
9. PORTABLE FINE EXTENSION TO BE INSTALLED AND MAINTAINED ACCORDING TO FC BOOK SCHED. SEE.
10. CONTRACTOR TO PROVIDE FINE EXTENSION TO BE INSTALLED.
11. WINDOW TO MATCH EXISTING SEE SHEET A-9.
12. CONTRACTOR TO PROVIDE NEW PLANT TO RECEIVE NEW FINISH.
13. EXISTING STAIRCASE TO LOFT TO REMAIN GENERAL CONTRACTOR TO REPAIR & STAIN AS REQUIRED.
14. GENERAL CONTRACTOR TO LEVEL & PREPARE THE FLOOR TO RECEIVE A NEW FINISH.
15. FINISH 3: WIDE EXPOSED TO BE MAINTAINED AT ALL LOCATIONS.
16. NEW CLOSET STATION EQUIPMENT & UNITS PROVIDED BY OWNER. INSTALLED BY GENERAL CONTRACTOR.
17. GENERAL CONTRACTOR TO INSTALL NEW THRESHOLD TO BE 1/2" MAX. HEIGHT AND WITH BEVELLED EDGES.
18. GENERAL CONTRACTOR TO CHANGE THE HINGE DIRECTION OF THE DOOR COORDINATE WITH AS BUILT PLAN AND NEW WORK PLAN FOR HINGE DIRECTION PATCH REPAIR & PAINT.

CONSTRUCTION PLAN KEY NOTES - BASEMENT FLOOR

1. LOCATION OF EXISTING ELECTRICAL MAIN PANEL AND NEW SUB PANEL TO REMAIN.
2. NEW REAR DOOR ACCESSORIES AND FINISHES TO BE INSTALLED. CONTRACTOR TO BUILD ALL REQUIRED BLOCKING.
3. GENERAL CONTRACTOR TO INSTALL NEW THRESHOLD TO BE 1/2" MAX. HEIGHT AND WITH BEVELLED EDGES.
4. NEW DOOR REFER TO DOOR SCHEDULE SHEET.
5. LOCATION OF NEW HOP BINK.
6. NEW HVAC UNIT SEE MECH. DRAWINGS.
7. NEW CONDIMENT STATION CUSTOM MILLWORK BY MILLWORK CONTRACTOR.
8. STAINLESS STEEL 1/4 GA. FULL HEIGHT PANEL AT HOOD AREA.
9. EXISTING HOOD TO REMAIN.
10. GENERAL CONTRACTOR TO LEVEL & PREPARE THE FLOOR TO RECEIVE NEW FINISH.
11. PROVIDE FT. FLYWOOD AT ALL WALL MOUNTED SHELVING LOCATIONS.
12. FIN 3: WIDE EXPOSED TO BE MAINTAINED AT ALL TIMES.
13. NEW REAR DOOR WITH SQUARE HANDWARE FUNCTION.
14. NEW CASH REGISTER CUSTOM MILLWORK BY MILLWORK CONTRACTOR. SEE DETAILS ON SHEET A-9.
15. NEW PICK UP STATION CUSTOM MILLWORK BY MILLWORK CONTRACTOR. SEE DETAILS ON SHEET A-9.
16. PROVIDE LOCKERED ACCESS PANEL IN COUNTER FOR SODA SYSTEM.
17. EXISTING REFRIG. IN REFRIGERATOR TO REMAIN.
18. NEW BLIND DOOR FOR MECHANICAL UNIT & HOP BINK.
19. REFER TO DOOR SCHEDULE ON SHEET A-9.
20. GENERAL CONTRACTOR TO INSTALL NEW THRESHOLD TO BE 1/2" MAX. HEIGHT AND WITH BEVELLED EDGES.
21. PORTABLE FINE EXTENSION TO BE INSTALLED AND MAINTAINED ACCORDING TO FC BOOK SCHED. SEE.

CONSTRUCTION PLAN KEY NOTES - MEZZANINE

1. NOT USED.
2. NEW GUARDRAIL MATCHING THE EXISTING LOFT GUARD RAIL.
3. EXISTING HANDRAIL TO REMAIN PATCH REPAIR AND STAIN AS REQUIRED.
4. GENERAL CONTRACTOR TO PATCH REPAIR AND PAINT THE EXISTING WALLS TO RECEIVE NEW FINISH.
5. NEW STAIRFURN ON THE STAIRS REFER TO FINISH SCHEDULE.
6. NEW FLOORING REFER TO FINISH SCHEDULE.

GENERAL NOTES

- A. GENERAL CONTRACTOR TO PERFORM SITE VISIT PRIOR TO BID QUESTIONS AND ISSUES TO BE REPORTED TO FORPENDING PRIOR TO SUBMITTAL OF BID TO TENANT.
- B. ALL NEW WALLS ARE TYPE 1 UNLESS OTHERWISE NOTED.
- C. DIMENSIONS ARE FROM FINISH TO FINISH.
- D. ALL WOOD USED FOR BLOCKING IN UNFINISHED WALLS SHALL BE FIRE TREATED. ALL MATERIAL IN RATED WALLS SHALL MATCH RATED G.I. ASSEMBLY TYPE.
- E. ALL CONFLICTS WITH THESE DOCUMENTS OCCURRING DURING CONSTRUCTION TO BE REPORTED TO FORPENDING.
- F. CONSTRUCTION CHANGES ARE TO BE PROVIDED TO THE LANDLORD, TENANT, AND FORPENDING AFTER COMPLETION OF CONSTRUCTION, IN THE FORM OF A RED-LINED SET OF DRAWINGS TO BE PROVIDED TO FORPENDING PRIOR TO CONSTRUCTION AND INSTALLATION.
- G. FINISH TYPE & COLOR, ALL PENETRATIONS IN RATED PARTITIONS, INCLUDING THOSE AROUND EXISTING ELEMENTS.

LEGEND

SYMBOL	DESCRIPTION
	EXISTING WALL TO REMAIN
	NEW WALL SEE WALL TYPES
	EXISTING DOORS
	NEW DOOR SEE DOOR SCHEDULE
	DOOR NUMBER SEE DOOR SCHEDULE SHEET A-9
	KEY NOTE
	WALL TYPE SEE DETAIL
	DETAIL NUMBER
	SHEET NUMBER INTERIOR ELEVATION - ARROW INDICATES DIRECTION OF VIEW
	DETAIL NUMBER SECTION DETAIL - ARROW INDICATES DIRECTION OF VIEW

FORMDESIGN

ARCHITECTS
INTERIORS

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THE SHAPE OF THE WORLD TO COME

Print Name

FOBO GRO
FOGY BOTTOM GROCERY EST 1986

2140 F ST NW,
WASHINGTON, DC 20037

Print Number

09-513

Level

Date

Description

Revision

No.

Date

Description

11/24/09

REVISION 1

12/11/09

REVISION 2

CLIENT APPROVAL

SIGNATURE OF AUTHORIZED REPRESENTATIVE

APPROVED BY

DATE

Seal



Sheet Title

CONSTRUCTION PLAN - SECOND FLOOR
BASEMENT & MEZZANINE

Drawn By

AC

Checked By

DOAN

Scale

AS NOTED

Sheet No.

A-2

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FOGGY BOTTOM GROCERY EST 1946

2140 F ST NW,
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Issue

Date Description

Revision

No Date Description

09/23/09 PERMIT SET

11/24/09 PERMIT REVISION 1

CLIENT APPROVAL

SIGNATURE OF AUTHORIZED REPRESENTATIVE

APPROVED BY:

DATE:

SEAL



Sheet Title

FINISH PLAN & SCHEDULE

Drawn By: AC

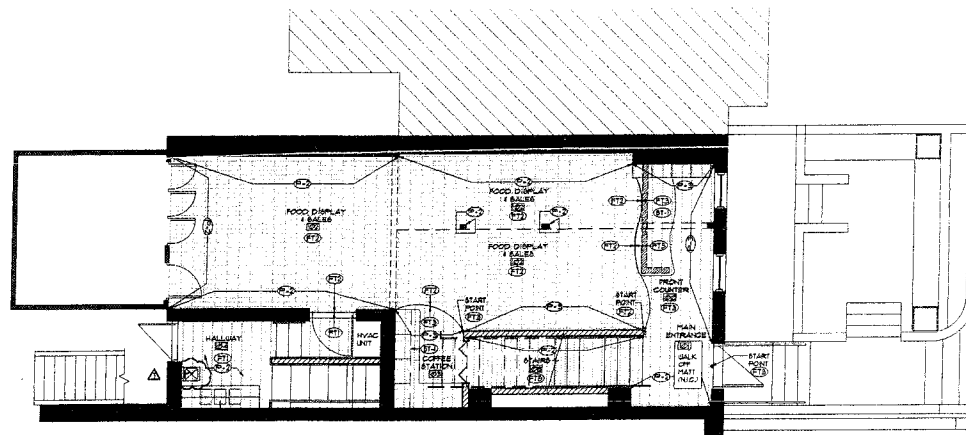
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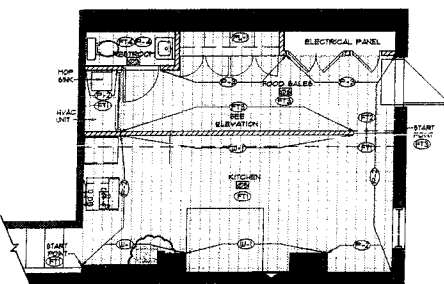
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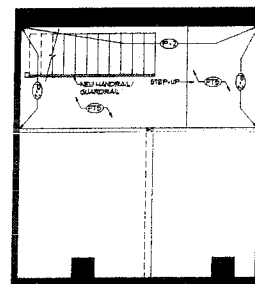
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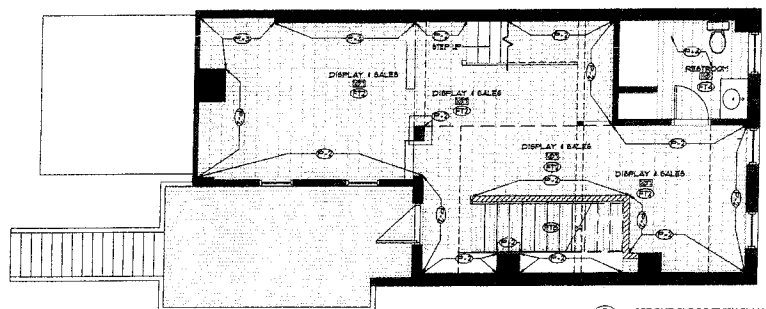
1 FIRST FLOOR FINISH PLAN
SCALE 1/4" = 1'-0"



2 BASEMENT FINISH PLAN
SCALE 1/4" = 1'-0"



4 LOFT FINISH PLAN
SCALE 1/4" = 1'-0"



3 SECOND FLOOR FINISH PLAN
SCALE 1/4" = 1'-0"

GENERAL NOTES

- CONTRACTOR TO SUPPLY ALL FINISHES UNLESS OTHERWISE NOTED.
- FOR FLOOR FINISHES FOLLOW MANUFACTURE INSTRUCTIONS ON FLOOR PREPARATION PRIOR TO INSTALLATION.

FINISH LOCATIONS

ROOM NUMBER	ROOM NAME	FLOOR	WALLS	CEILING	BASE	DOOR	DOOR FRAME
001	FRONT COFFEE/CASH COUNTER	PT3	SEE ELEVATIONS	EX181,PT-1	B-3		
002	MAIN ENTRANCE	PT3	SEE ELEVATIONS	EX181,PT-1	B-3		
003	FOOD DISPLAY & SALES	PT3	SEE ELEVATIONS	EX181,PT-1	B-3		
004	COFFEE STATION	PT3	SEE ELEVATIONS	EX181,PT-1	B-3		
005	HALLWAY	PT1	SEE ELEVATIONS	EX181,PT-1	B-1	P-6	P-5
006	BASEMENT - KITCHEN	PT1	SEE ELEVATIONS	GYP. BO. PT-1	P-6		
007	BASEMENT - FOOD SALES	PT3	SEE ELEVATIONS	GYP. BO. PT-1	B-3		
008	SECOND FLOOR - DISPLAY & SALES	PT3	SEE ELEVATIONS	EX181,PT-1	B-3		
009	STAIRS	PT3	SEE ELEVATIONS	EX181,PT-1	B-3		
010	BASEMENT - RESTROOM	PT4	PT1 PT4 PT4 PT4	GYP. BO. PT-1	B-1	P-6	P-5
011	SECOND FLOOR - RESTROOM	PT4	PT4 PT4 PT4 PT4	EX181,PT-1	B-1	P-6	P-5

FINISH SCHEDULE

ITEM	NAME	MATERIAL	MANUFACTURER	STYLE	COLOR	REMARKS
1	PT1	QUARRY TILE	DAL TILE	GOLDEN DUNE	OG41	PROF. GROUP 1, SIZE: 8 1/8" X 12"
2	PT2	PORCELAIN WOOD FLO.	DAL TILE	TH1923		REFER TO MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.
3	PT3	PORCELAIN TILES	DAL TILE	VERANDA COLLECTION	GOLD PR31	SIZE: 12 1/8" X 12 1/8" 3/8" THICK
4	PT4	CERAMIC TILES	DAL TILE	8811-GLASS/WHITE	CORUSCUL G40	SIZE: 12 1/8" X 12 1/8" 3/8" THICK
5	PT5	HARDWOOD FLOOR	LOCAL CARPENT	HARDWOOD FLOORING	CUSTOM STAINED BLACK	TO BE CUSTOM STAINED BLACK BY GC.
6	PT6	WALLS	ARISTON WALLS	BU 1000 ALABASTER	SUPER ALABASTER	WHITE FINISH
7	PT7	GENERAL PAINT	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
8	PT8	ACCENT PAINT	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
9	PT9	RESTROOM PAINT	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
10	PT10	DOOR FRAME PAINT	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
11	PT11	DOOR PAINT	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
12	PT12	WALL	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
13	PT13	WALL	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
14	PT14	WALL	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
15	PT15	WALL	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
16	PT16	WALL	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
17	PT17	WALL	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
18	PT18	WALL	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
19	PT19	WALL	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH
20	PT20	WALL	ARISTON WALLS	BU 4380 JERSEY GOLD	BU 4380 JERSEY GOLD	SPRINT 8811-GLASS FINISH

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CTSI
INTERIORS

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THE SHAPE OF THE WORLD TO COME

Project Name:

FOBO*GRO
FOGGY BOTTOM GROCERY EST. 1948

2140 F ST NW,
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Project Number: 08-513

Level: _____
Date: _____ Description: _____

Revision:

No. Date Description
09/23/09 PERMIT SET
12/1/09 PERMIT REVISION 2

CLIENT APPROVAL

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APPROVED BY: _____
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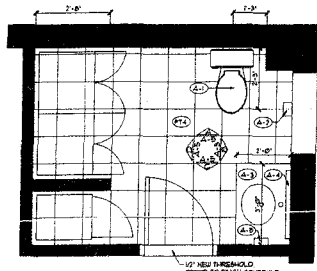
RESTROOM ELEVATIONS,
DOOR & HARDWARE SCHEDULE

Drawn By: AC Checked By: DVM

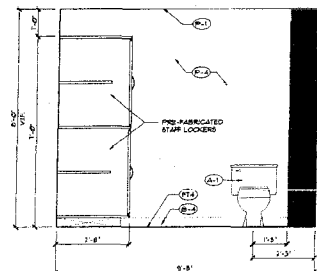
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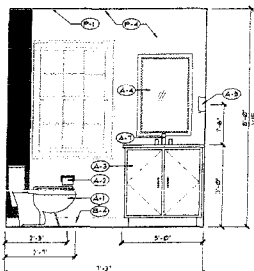
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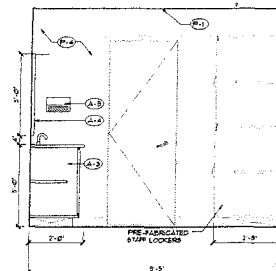
1 RESTROOM - SECOND FLOOR
SCALE 1/8" = 1'-0"



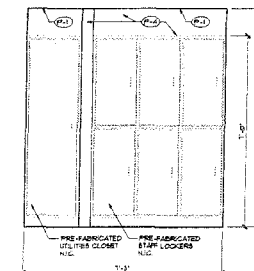
A ELEVATION A
SCALE 1/8" = 1'-0"



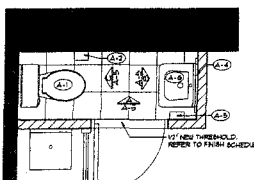
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SCALE 1/8" = 1'-0"



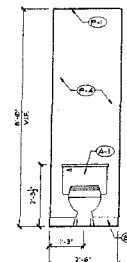
C ELEVATION C
SCALE 1/8" = 1'-0"



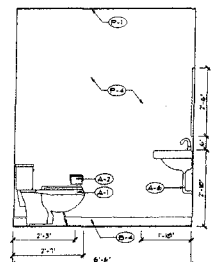
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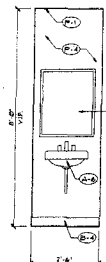
2 RESTROOM - SECOND FLOOR
SCALE 1/8" = 1'-0"



A ELEVATION A
SCALE 1/8" = 1'-0"



B ELEVATION B
SCALE 1/8" = 1'-0"



C ELEVATION C
SCALE 1/8" = 1'-0"

ITEM	DESCRIPTION	MANUFACTURER	STYLE/ MODEL	FINISHES	COLOR	REMARKS
A-1	TOILET	AMERICAN STANDARD	YORKVILLE TOILET MODEL NO. 3320-01		WHITE	SPECIFIED OR EQUIVALENT
A-2	TOILET ROLL TISSUE DISPENSER	AMERICAN STANDARD	TOILET SQUARE		POLISHED CHROME	SPECIFIED OR EQUIVALENT
A-3	VANITY WITH SINK	AMERICAN STANDARD	CASCADE VANTY SINK/URINAL TUBS/AND		EMERALD GREEN/GRY PINK GLAZ TOP	SPECIFIED OR EQUIVALENT
A-4	FRAMED MIRROR	AMERICAN STANDARD	CASCADE MIRROR		EMERALD FINISH	SPECIFIED OR EQUIVALENT
A-5	PAPER TOWEL DISPENSER	AMERICAN STANDARD	780		TBD	SPECIFIED OR EQUIVALENT
A-6	WALL MOUNT LAVATORY	AMERICAN STANDARD	REGALITY MODEL NO. 444-1000		WHITE	SPECIFIED OR EQUIVALENT
A-7	SINK FAUCET	AMERICAN STANDARD	TROPIC FAUCET MODEL NO. 7050-01		POLISHED CHROME	SPECIFIED OR EQUIVALENT

PLUMBING ACCESSORIES SCHEDULE

HARDWARE NOTES

ALL EXISTING DOORS SHALL BE READILY OPERABLE FROM THE SIDE OF WHICH
EGRESS IS TO BE MADE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT
CENTERS OF LEVER TO BE INSTALLED 36" AFF. ALL HARDWARE TO HAVE STAINLESS
STEEL FINISH.
DOOR HARDWARE SHALL BE SUCH THAT IT FUNCTIONS EASILY AND SHALL NOT
REQUIRE A TIGHT GRASP TO OPERATE.
ALL EXITS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR
SPECIAL KNOWLEDGE.
ALL THRESHOLDS SHALL BE A MAXIMUM OF 1/2" HEIGHT AND BEVELED.

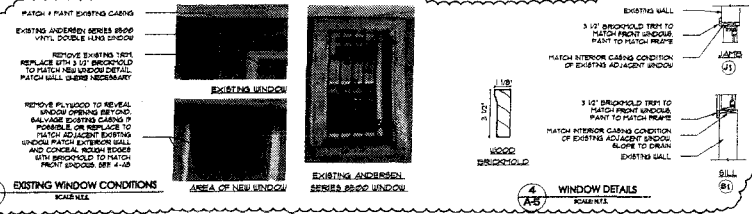
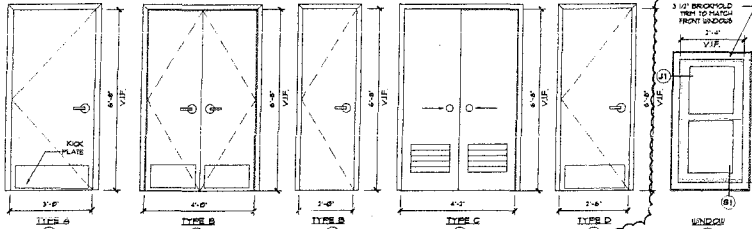
DOOR & WINDOW SCHEDULE

NO.	WIDTH	HEIGHT	THK	MATL	FINISH	SWING	GLAZING	DOOR	FRAME	GLASS	THRESHOLD	DOOR	STOP	CLOSER	HARDWARE	SEALING	FIRE RATING	REMARKS	TYPE	COMMENTS
D1	3'-0"	7'-0"	1-3/4"	SGD	W/1	LT	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
D2	3'-0"	7'-0"	1-3/4"	SGD	W/1	LT	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
D3	3'-0"	7'-0"	1-3/4"	SGD	W/1	LT	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
D4	3'-0"	7'-0"	1-3/4"	SGD	W/1	LT	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
D5	3'-0"	7'-0"	1-3/4"	SGD	W/1	LT	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
D6	3'-0"	7'-0"	1-3/4"	SGD	W/1	LT	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO

HARDWARE SCHEDULE

NO.	DESCRIPTION	MANUFACTURER	STYLE/ MODEL	FINISHES	COLOR	REMARKS
H1	DOOR 3 SPRING BOLT HINGES (3 PRE)	AMERICAN STANDARD	DOOR 3 BA HINGES		STAINLESS	DOOR 3 BA HINGES
H2	DOOR 3 BA HINGES	AMERICAN STANDARD	DOOR 3 BA HINGES		STAINLESS	DOOR 3 BA HINGES
H3	DOOR 3 BA HINGES	AMERICAN STANDARD	DOOR 3 BA HINGES		STAINLESS	DOOR 3 BA HINGES
H4	DOOR 3 BA HINGES	AMERICAN STANDARD	DOOR 3 BA HINGES		STAINLESS	DOOR 3 BA HINGES
H5	DOOR 3 BA HINGES	AMERICAN STANDARD	DOOR 3 BA HINGES		STAINLESS	DOOR 3 BA HINGES
H6	DOOR 3 BA HINGES	AMERICAN STANDARD	DOOR 3 BA HINGES		STAINLESS	DOOR 3 BA HINGES
H7	DOOR 3 BA HINGES	AMERICAN STANDARD	DOOR 3 BA HINGES		STAINLESS	DOOR 3 BA HINGES
H8	DOOR 3 BA HINGES	AMERICAN STANDARD	DOOR 3 BA HINGES		STAINLESS	DOOR 3 BA HINGES
H9	DOOR 3 BA HINGES	AMERICAN STANDARD	DOOR 3 BA HINGES		STAINLESS	DOOR 3 BA HINGES
H10	DOOR 3 BA HINGES	AMERICAN STANDARD	DOOR 3 BA HINGES		STAINLESS	DOOR 3 BA HINGES

* PROVIDE ALL REQUIRED HARDWARE:
DOOR TO BE ANDERSEN AMERICAN CRAFTSMAN SERIES 8800 OR APPROVED EQUAL
DOUBLE HINGE VINYL WINDOW WITH INSULATED TEMPERED LOW E ARGON GAS WINDOW TO BE
FIT TO OPENING WINDOW OPENING NOT TO BE ADJUSTED TO ACCOMMODATE SIZING.



FORMDESIGN

ARCHITECTS INTERIORS

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Plot Number: 08-513

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Revisions	No.	Date	Description
	08/28/08		PERMIT SET
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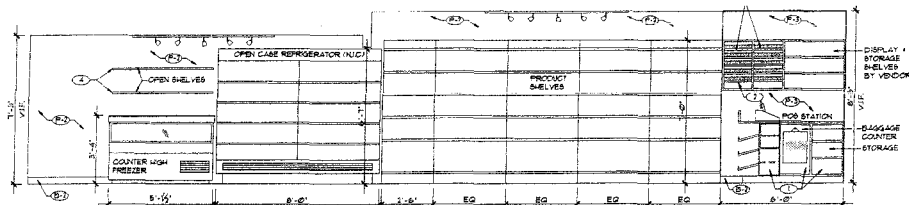


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INTERIOR ELEVATIONS - BASEMENT
& FIRST FLOOR

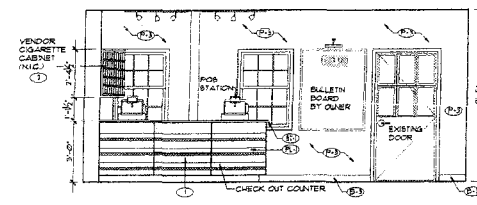
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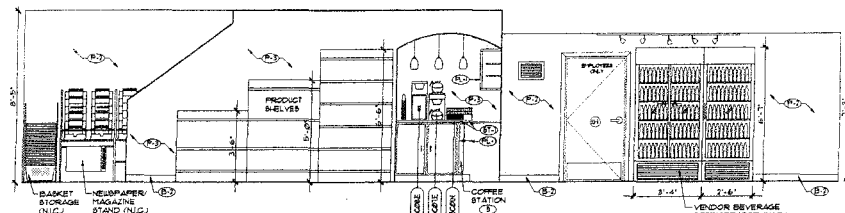
A-6



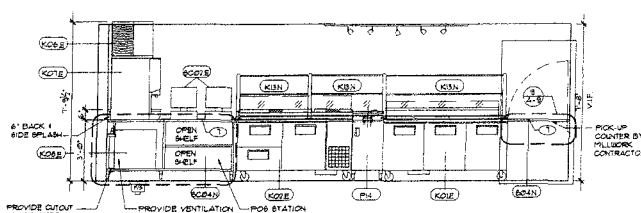
1 FIRST FLOOR INTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



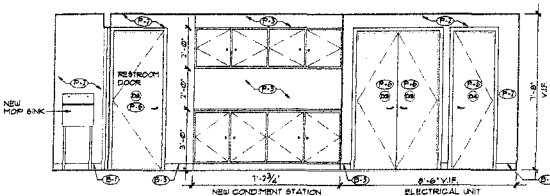
2 FIRST FLOOR INTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



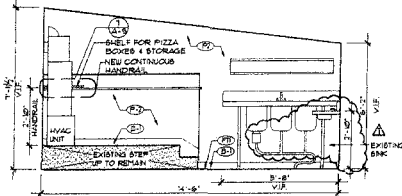
3 FIRST FLOOR INTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



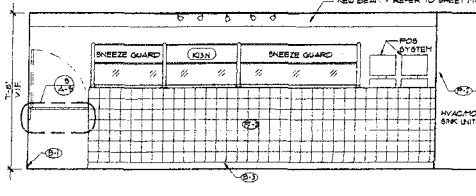
4 BASEMENT INTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



5 BASEMENT INTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



6 FIRST FLOOR INTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



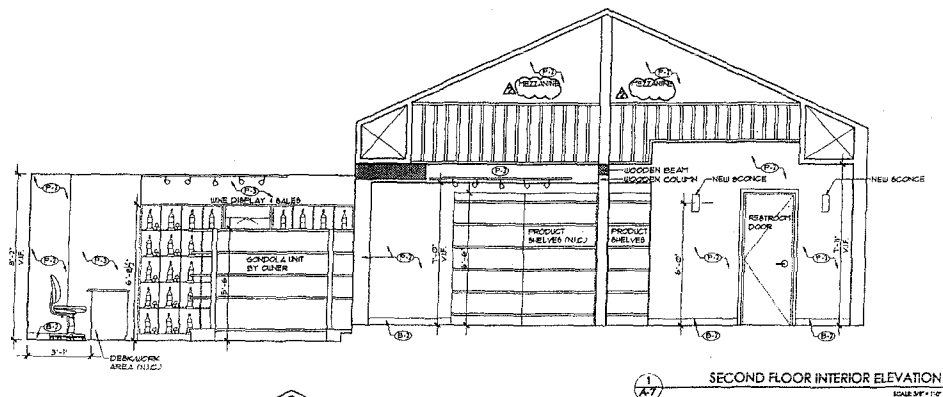
7 FIRST FLOOR INTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

KEY NOTES

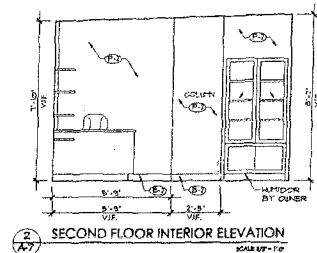
- CUSTOM FRONT COUNTER BY MILLWORK CONTRACTOR. REFER TO SHEET A-8 FOR DETAILS.
- CIGARETTE CABINETS BY VENDOR.
- NOT USED.
- FRE FABRICATED SHELVES BY OWNER. INSTALLED BY GC.
- CUSTOM COFFEE STATION BY MILLWORK CONTRACTOR. REFER TO SHEET A-8 FOR DETAILS.
- CUSTOM COFFEE STATION BY MILLWORK CONTRACTOR. REFER TO SHEET A-8 FOR DETAILS.
- CUSTOM PICK-UP COUNTER & POS STATION. REFER TO A-8 FOR DETAILS.

FINISHES

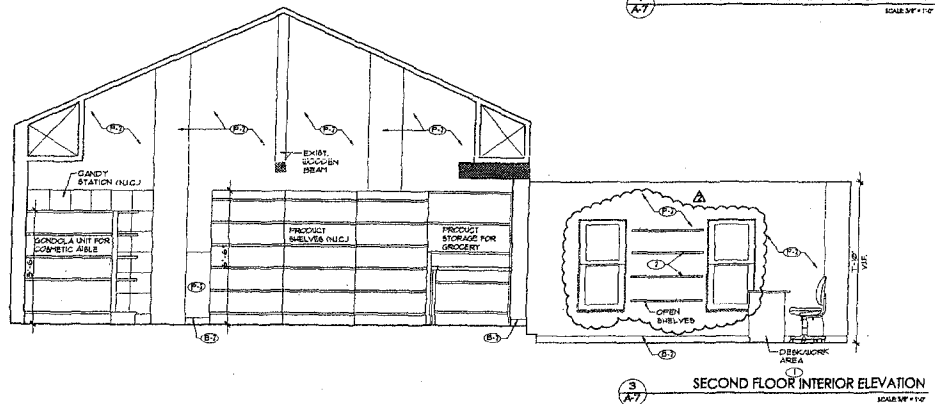
NAME	MATERIAL	MANUFACTURER	STYLE	COLOR	REMARKS
1 PT1	QUARRY TILE	DAL TILE	GOLDEN DUNE	THB513	PRICE GROUP 2 SIZE: 6"X6"X1/2"
2 PT2	PORCELAIN WOOD FLOORING	DAL TILE	THB513	THB513	REFER TO MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION
3 PT3	PORCELAIN TILES	DAL TILE	VERANDA COLLECTION	GOLD P81	SIZE: 12"X12"X 1/2" THICK
4 PT4	CERAMIC TILES	DAL TILE	SEPTI-GLOSS/MATTE	CORNBLK 0160	SIZE: 12"X12"X 1/2" THICK
5 PT5	HARDWOOD FLOOR	LOCAL MANUFACTURER	HARDWOOD	CUSTOM STAINED BLACK	FOR STAIRS FROM FIRST FLOOR TO SECOND FLOOR.
6 PT6	CEILING PAINT	AMERSON WILLIAMS	BU 7000 ALABASTER	BU000 ALABASTER	MATTE FINISH
7 PT7	GENERAL PAINT	AMERSON WILLIAMS	BU 6300 HAZEL GOLD	BU 6300 HAZEL GOLD	EPOXY SEPTI-GLOSS FINISH
8 PT8	ACCENT PAINT	AMERSON WILLIAMS	BU6342 SPICY HUE	BU6342 SPICY HUE	EPOXY SEPTI-GLOSS FINISH
9 PT9	RESTROOM PAINT	AMERSON WILLIAMS	BU6375 JERSEY CREAM	BU6375 JERSEY CREAM	EPOXY SEPTI-GLOSS FINISH
10 PT10	DOOR FRAME PAINT	AMERSON WILLIAMS	BU 6300 HAZEL GOLD	BU 6300 HAZEL GOLD	SEPTI-GLOSS FINISH
11 PT11	DOOR PAINT	AMERSON WILLIAMS	BU6375 HONEYCOMB	BU6375 HONEYCOMB	SEPTI-GLOSS FINISH
12 PT12	REPP	KEPITE	GLASSBORO-IP	COLOR WHITE	0.05" (2.30%) 83 COL WHITE
13 PT13	LAPINATE	KORFICA	FREESTONE WALNUT	6209-LX	FOR CUSTOM MILLWORK
14 PT14	QUARRY TILE BASE	DAL TILE	GOLDEN DUNE	THB513	COVER BOARD TOP SIZE: 8"X8" X 1/2"
15 PT15	PORCELAIN BASE	DAL TILE	THB513	THB513	REFER TO MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION
16 PT16	PORCELAIN TILE BASE	DAL TILE	VERANDA COLLECTION	GOLD P81 5-36BEST	COVER BOARD/OUTSIDE COVER CORNER: 6" X 12"
17 PT17	CERAMIC TILE BASE	DAL TILE	SEPTI-GLOSS/MATTE	CORNBLK 0160	6-34BEST SIZE: 4 1/4" X 6"
18 PT18	GRANITE COUNTER TOP	STONE SOURCE	BLACK GALAXY	BLACK GALAXY	FOR CUSTOM MILLWORK POLISHED FINISH



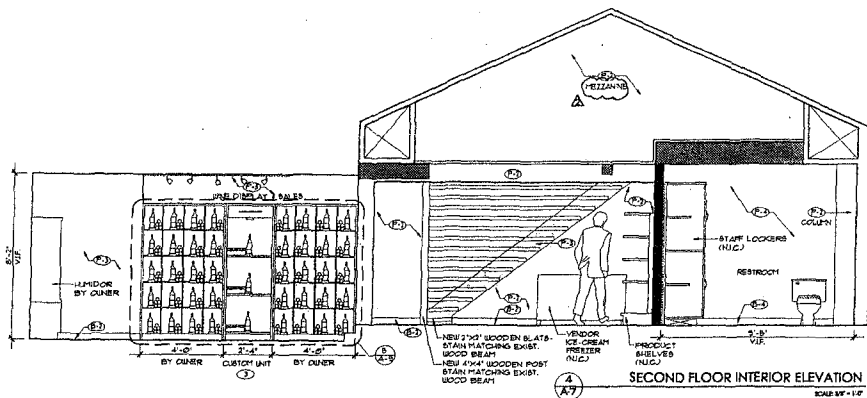
1 SECOND FLOOR INTERIOR ELEVATION
SCALE 1/4\"/>



2 SECOND FLOOR INTERIOR ELEVATION
SCALE 1/4\"/>



3 SECOND FLOOR INTERIOR ELEVATION
SCALE 1/4\"/>



4 SECOND FLOOR INTERIOR ELEVATION
SCALE 1/4\"/>

KEY NOTES

- 1 DESK BY OWNER
- 2 PIRE FABRICATED SHELVES BY OWNER, INSTALLED BY GC
- 3 CUSTOM LINE CABINET WITH LIGHT, REFER TO A-8 FOR DETAILS

FINISHES

1	NAME	MATERIAL	MANUFACTURER	STYLE	COLOR	REMARKS
1	FT1	QUARRY TILE	DAL TILE	GOLDEN DUNE	0243	PRICE GROUP 1, SIZE: 6'-0\"/>
2	FT2	PORCELAIN WOOD FLO.	DAL TILE	TH1533	TH1533	
3	FT3	PORCELAIN TILES	DAL TILE	VERANDA COLLECTION	GOLD P321	SIZE: 12'-0\"/>
4	FT4	CERAMIC TILES	DAL TILE	SEMI-GLOSS/MATE	CORNSUK D&D	SIZE: 12'-0\"/>
5	FT5	HARDWOOD FLOOR	MONARK INDUSTRIES	COLUMBIA FLOORING	OREGON WALNUT, F05	QUARRY
6	FT6	CEILING PAINT	SHERWIN WILLIAMS	SW 900P ALABASTER	SW900P ALABASTER	MATE FINISH
7	FT7	GENERAL PAINT	SHERWIN WILLIAMS	SW 6300 HAZEL GOLD	SW 6300 HAZEL GOLD	EPOXY SEMI-GLOSS FINISH
8	FT8	ACCENT PAINT	SHERWIN WILLIAMS	SW 6342 SPICY HAZE	SW 6342 SPICY HAZE	EPOXY SEMI-GLOSS FINISH
9	FT9	RESTROOM PAINT	SHERWIN WILLIAMS	SW 6375 JERSEY CREAM	SW 6375 JERSEY CREAM	EPOXY SEMI-GLOSS FINISH
10	FT10	DOOR PAINT	SHERWIN WILLIAMS	SW 6300 HAZEL GOLD	SW 6300 HAZEL GOLD	SEMI-GLOSS FINISH
11	FT11	DOOR PAINT	SHERWIN WILLIAMS	SW 6375 JERSEY CREAM	SW 6375 JERSEY CREAM	SEMI-GLOSS FINISH
12	FT12	FRUP	KIPULITE	GLAMMOOD-P	COLOR: WHITE	0251 12'X18' 03' COL. WHITE
13	FT13	LAMINATE	NORRICA	PRESTIGE WALNUT	6125HLX	FOR CUSTOMER HILLWORK
14	FT14	QUARRY TILE BASE	DAL TILE	GOLDEN DUNE	0243A	COVE ROUND TOP, SIZE: 5'-0\"/>
15	FT15	PORCELAIN WOOD BASE	DAL TILE	TH1533	TH1533	
16	FT16	PORCELAIN TILE BASE	DAL TILE	VERANDA COLLECTION	GOLD P321, 8-365ST	COVE BASE/OUTSIDE COVE CORNER
17	FT17	CERAMIC TILE BASE	DAL TILE	VERANDA COLLECTION	GOLD P321, 8-365ST	8-1/2\"/>
18	FT18	GRANITE COUNTER TOP	STONE SOURCE	BLACK GALAXY	BLACK GALAXY	POLISHED FINISH

FORMDESIGN

ARCHITECTS
INTERIORS

9069D MAIN STREET, FAIRFAX, VA 22031
(703) 503.5185 FAX: (703) 503.2055
THE SHAPE OF THE WORLD TO COME

FOBO GRO

FOGGY BOTTOM GROCERY EST. 1946

2140 F ST NW,
WASHINGTON, DC 20037

Project Number: 08-513

Date: Description:

Revisions:

No.	Date	Description
1	09/23/09	PERMIT SET
2	12/03/09	CFA REVIEW

CLIENT APPROVAL

SIGNATURE OF AUTHORIZED REPRESENTATIVE
APPROVED BY: _____
DATE: _____



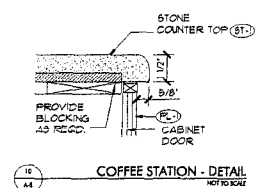
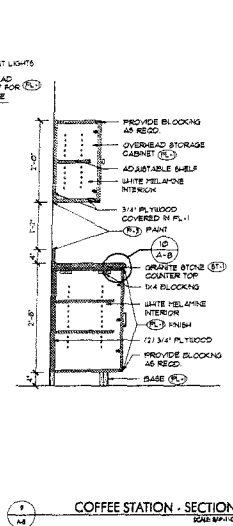
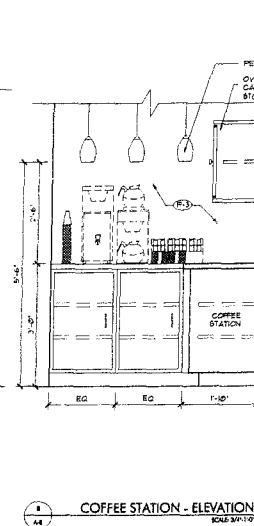
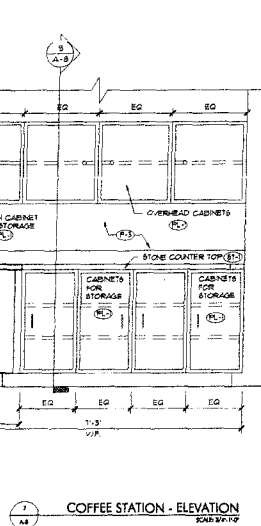
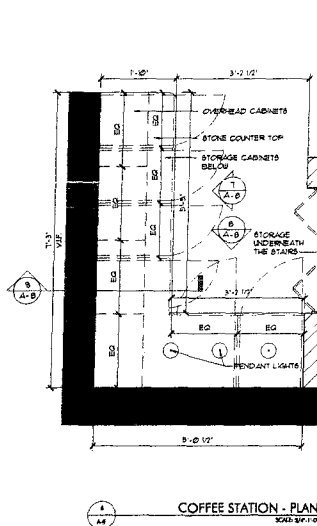
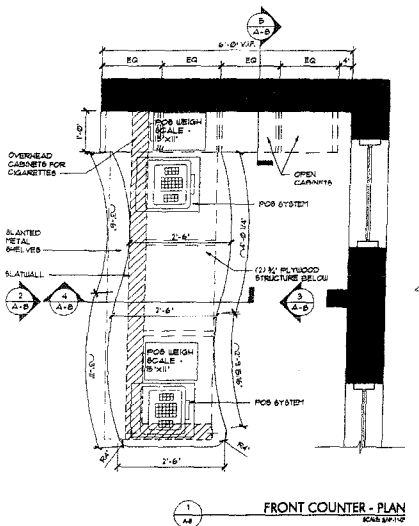
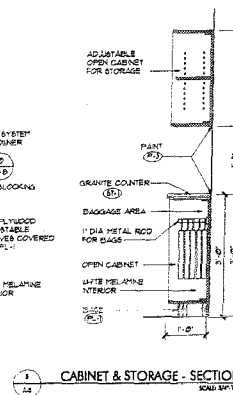
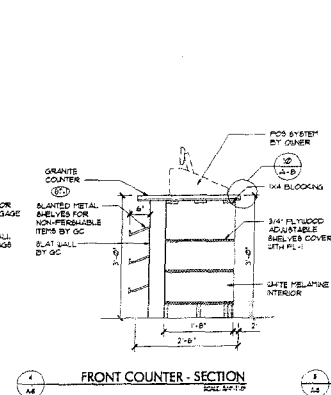
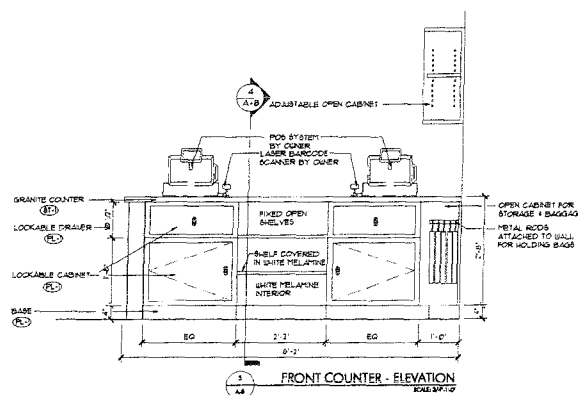
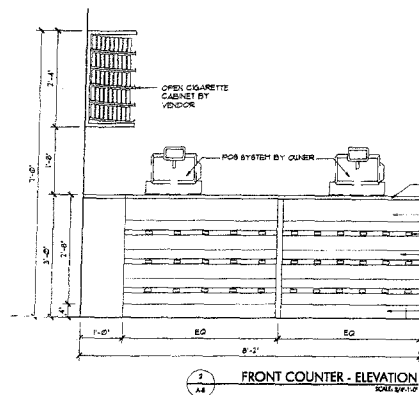
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Drawn By: AC Checked By: DOWL

Scale: AS NOTED

Sheet No.:

A-7



FORMDESIGN

**ARCHITECTS
INTERIORS**

9449D MAIN STREET, FAIRFAX, VA 22031
(703) 503.5185 FAX: (703) 503.2055

THE SHAPE OF THE WORLD TO COME

Report Name:

FOBO GRO

FOBO BOTTOM GROCERY EST. 1946

2140 F ST NW,
WASHINGTON, DC 20037

Project Number		09-513
Notes		
Date	Description	
Revisions		
No.	Date	Description
01	09/23/09	PERMIT SET

CLIENT APPROVAL

SIGNATURE OF AUTHORIZED REPRESENTATIVE

APPROVED BY: _____

DATE: _____



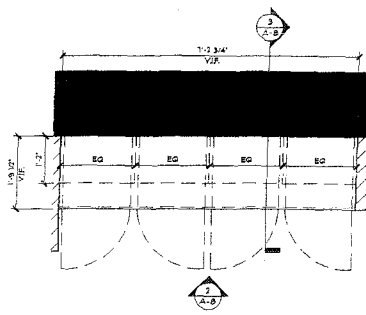
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MILLWORK DETAILS & SECTIONS

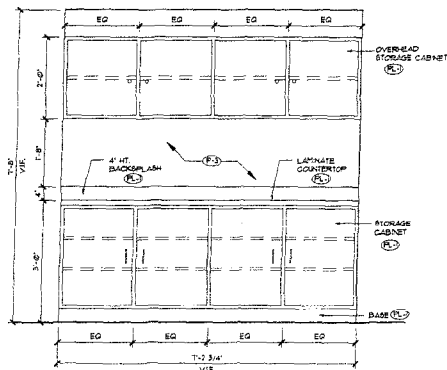
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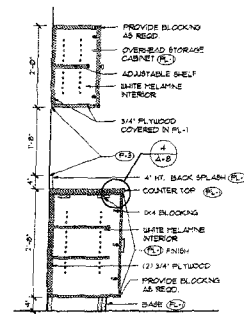
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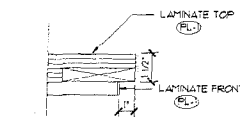
CONDIMENT STATION - PLAN
SW/TOP



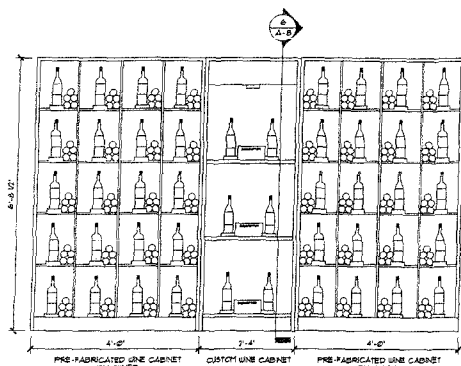
CONDIMENT STATION ELEVATION
SW/TOP



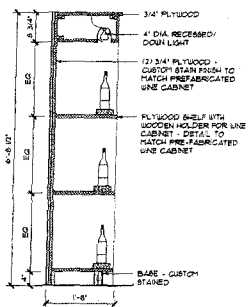
CONDIMENT STATION - SECTION
SW/TOP



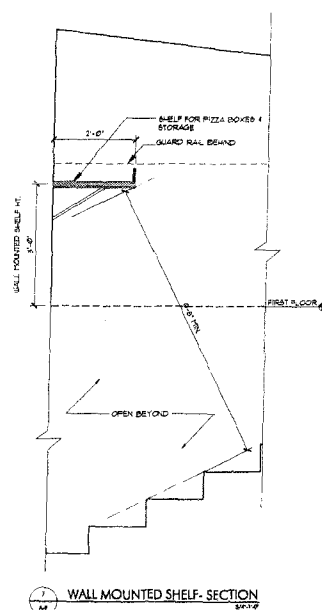
CONDIMENT STATION - DETAIL
NORTH ELEVATION



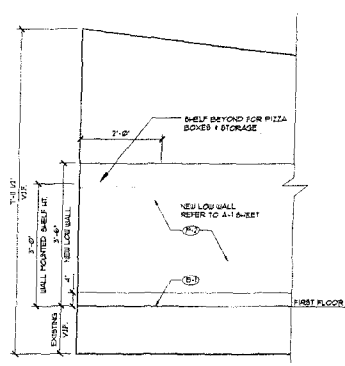
CUSTOM CABINET - ELEVATION
SW/TOP



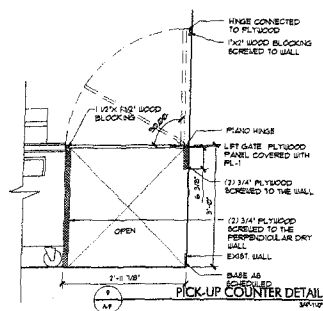
CUSTOM CABINET - SECTION
SW/TOP



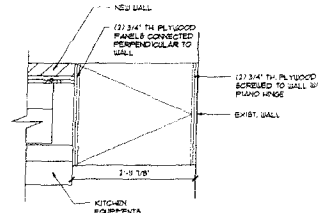
WALL MOUNTED SHELF - SECTION
SW/TOP



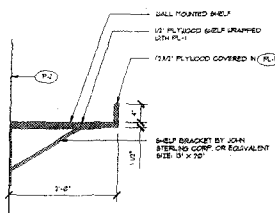
GUARD RAIL - ELEVATION
NORTH ELEVATION



PICK-UP COUNTER DETAIL
SW/TOP



PICK-UP COUNTER PLAN
SW/TOP



WALL MOUNTED SHELF - DETAIL
NORTH ELEVATION

FORMDESIGN

ARCHITECTS
INTERIORS

7649D MAIN STREET, FAIRFAX, VA 22031
(703) 503.5185 FAX: (703) 503.2055
THE SHAPE OF THE WORLD TO COME

Project Name:

FOBO GRO
FOGGY BOTTOM CROCKERY 1946

2140 F ST NW,
WASHINGTON, DC 20037

Project Number: 00-513

Name: _____
Date: _____ Description: _____

Revisions:

No.	Date	Revised By	Project Mgr
01/25/00			

CLIENT APPROVAL

SIGNATURE OF AUTHORIZED REPRESENTATIVE

APPROVED BY: _____

DATE: _____

Scale: _____



Sheet Title:

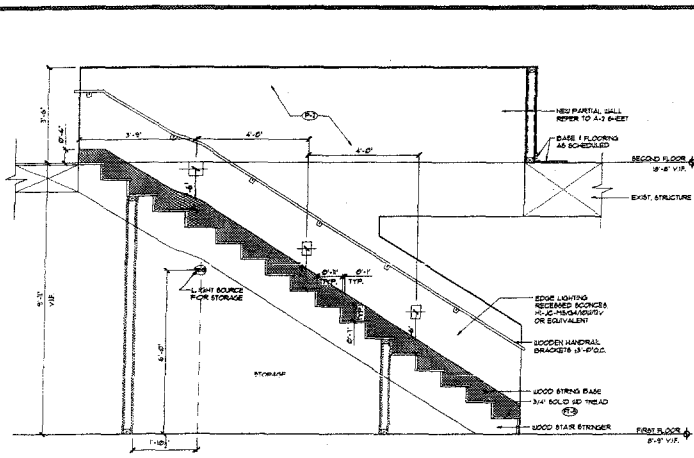
MILLWORK DETAILS & SECTIONS

Drawn By: AC Checked By: DOKL

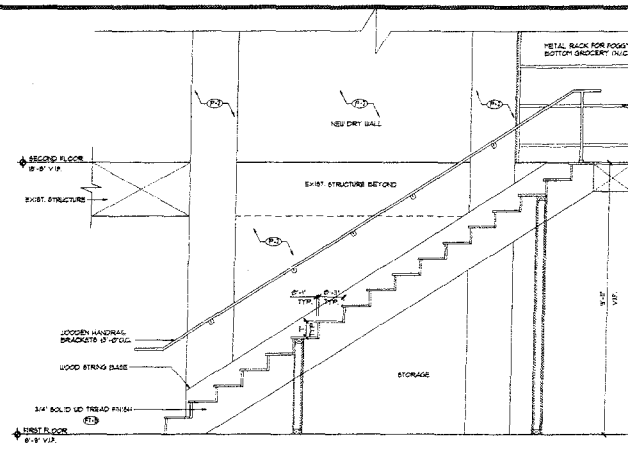
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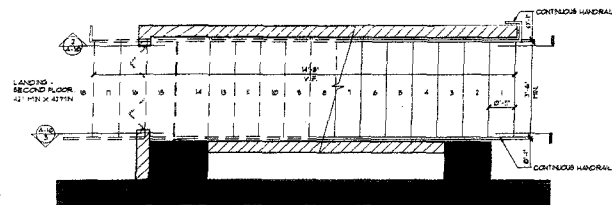
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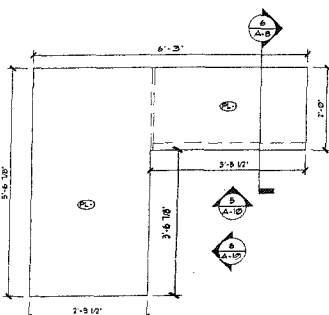
1 FIRST FLOOR INTERIOR ELEVATION
A-B



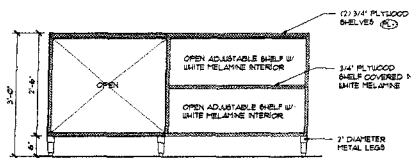
1 FIRST FLOOR INTERIOR ELEVATION
A-B



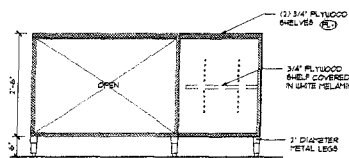
1 FIRST FLOOR INTERIOR ELEVATION
A-B



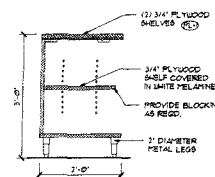
4 BASEMENT - POS STATION PLAN
A-B



2 POS STATION ELEVATION
A-B



2 POS STATION ELEVATION
A-B



2 POS STATION SECTION
A-B

FORMDESIGN

ARCHITECTS INTERIORS

9669D MAIN STREET, FAIRFAX, VA 22031
(703) 503.5185 FAX: (703) 503.2055
THE SHAPE OF THE WORLD TO COME

FOBO*GRO
FOGGY BOTTOM GROCERY EST 1948
2140 F ST NW,
WASHINGTON, DC 20037

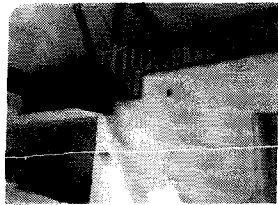
Project Number:		09-513
Issue:		
Date:	Description:	
Revisions:		
No.	Date	Description
	09/25/09	PERMIT SET

CLIENT APPROVAL
SIGNATURE OF AUTHORIZED REPRESENTATIVE
APPROVED BY: _____
DATE: _____

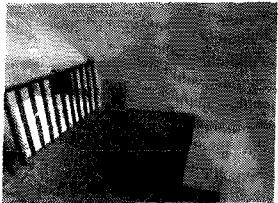


Sheet Title:
STAIRCASE DETAILS,
MILLWORK DETAILS & SECTIONS
Drawn By: AC Checked By: COO
Scale: AS NOTED
Sheet No:

A-10



EXISTING MEZZANINE



EXISTING MEZZANINE



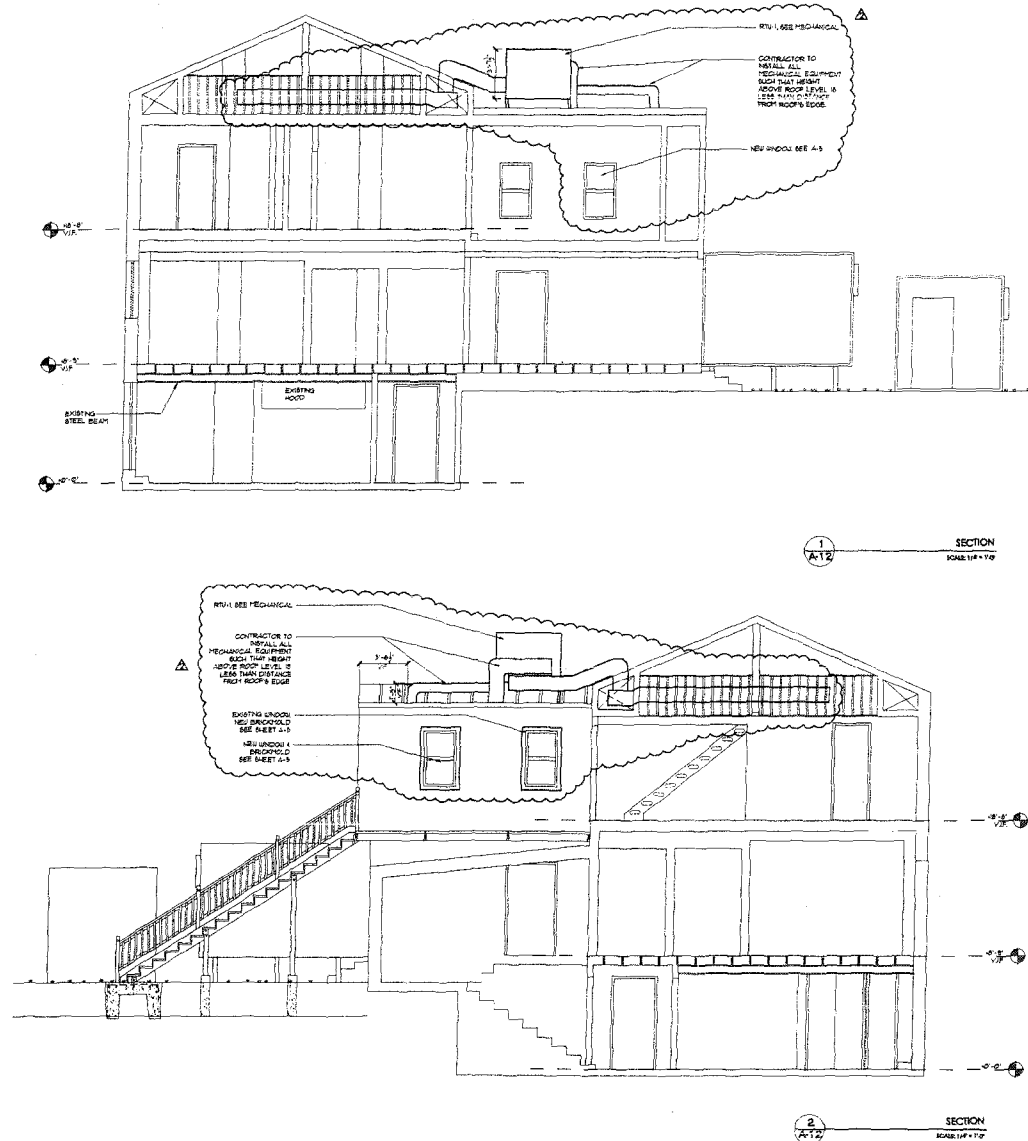
EXISTING SECOND FLOOR



EXISTING FIRST FLOOR



EXISTING BASEMENT



FORMDESIGN

ARCHITECTS
INTERIORS

9669D MAIN STREET, FAIRFAX, VA 22031
(703) 503.5185 FAX: (703) 503.2055
THE SHAPE OF THE WORLD TO COME

Project Name:
FOBO★CRO
FOGGY BOTTOM GROCERY EST. 1945
2140 F ST NW,
WASHINGTON, DC 20037

Project Number			09-513
Sheet			
Date		Description	
Revisions			
No.	Date	Description	
	08/23/09	PERMIT SET	
	11/24/09	PERMIT REVISION 1	
	12/11/09	PERMIT REVISION 2	
			
			
			

CLIENT APPROVAL
SIGNATURE OF AUTHORIZED REPRESENTATIVE
APPROVED BY:
DATE:



Sheet Title:

SECTIONS & PHOTOGRAPHS

Drawn By: AC/MC Checked By: EC/VE
Scale: AS NOTED
Sheet No.:

A-12

Department of Consumer and Regulatory Affairs

Permit Operations Division
1411 North Capitol Street, N.W. 7th Floor
Washington, DC 20007
Tel: (202) 442-9557 Fax: (202) 442-1882
TO SCHEDULE INSPECTIONS PLEASE CALL (202) 442-9557

D

DEMOLITION PERMIT

THIS PERMIT MUST ALWAYS BE CONSPICUOUSLY DISPLAYED AT THE ADDRESS OF WORK UNTIL WORK IS COMPLETED AND APPROVED

PERMIT NO. **D1000016**

Date: 10/15/2004

Address of Project: 2140 F ST NW		Zone: R-5-E	Ward: 2	Square: 0081	SOHC: 	Lot: 0811
Permission is hereby granted for: George Washington University		Owner Address: CORRIE HALL 2121 I ST NW 7TH FL WASHINGTON, DC 20054-0001		PERMIT FEE: \$72.50		
Description of Work: INTERIOR DEMOLITION ONLY						
Type of Demolition: Interior	Type of Work: Lead Abatement	# of Ext. Walls Removed: 	Existing # of Stories: 7th	Area of Disturbed Earth - 50sqft No - Skip Questions (B and C)		
Will Remain: Yes	Existing Use: Restaurants - A-2	Proposed Use: Restaurants - A-2			Plans: Yes	
Agent Name: Kathy Lalloum	Agent Address: 9450 G MAIN STREET	Existing Dwell Units: 0	Proposed Dwell Units: 0	No. of Stories: 20th	Floor(s) Involved: 	
Conditions/Restrictions: Demolition work shall not include removal of exterior windows, doors, or other exterior features. Permit shall expire if the construction is started within 1 year of the inspection is Overd Year. All construction shall conform to the current Building Code and Zoning Regulations. As a condition precedent to the issuance of this permit, the owner agrees to comply with all conditions set forth herein and to perform the work authorized hereby in accordance with the approved application and plans on file with the District Government and to acknowledge that all applicable laws and regulations of the District of Columbia. The District of Columbia has the right to enter upon the property and to inspect all work authorized by this permit and to require any change in construction which may be necessary to ensure compliance with the permit and with all the applicable regulations of the District of Columbia. Work authorized under this Permit must start within one (1) year of the date appearing on this permit or the permit is automatically void. If work is started, any application for partial refund must be made within six months of the date appearing on this permit.						
Director: Linda K. Argo		Permit Clerk: J. D. Harris		Expiration Date: 10/15/2010		
TO REPORT WASTE, FRAUD OR ABUSE BY ANY DC GOVERNMENT OFFICIAL, CALL THE DC INSPECTOR GENERAL AT 1-800-521-1699 FOR CONSTRUCTION INSPECTION INQUIRIES CALL (202) 442-9557 TO SCHEDULE INSPECTIONS PLEASE CALL (202) 442-9557						

Department of Consumer and Regulatory Affairs

Permit Operations Division

341 North Capitol Street NE Room 2100

Washington DC 20002

Tel: (202) 442-4559 Fax: (202) 442-4862

TO SCHEDULE INSPECTIONS PLEASE CALL (202) 442-9557

B

BUILDING PERMIT

THIS PERMIT MUST ALWAYS BE CONSPICUOUSLY DISPLAYED AT THE ADDRESS OF WORK
UNTIL WORK IS COMPLETED AND APPROVED

Issue Date: 08/10/2009

PERMIT NO. B0907038

Expiration Date: 08/10/2010

Address of Project 2140 F ST NW	Zone: R-5-E	Ward: 2	Square: 0081	Suffic: 	Lot: 0811
------------------------------------	----------------	------------	-----------------	-------------	--------------

Description Of Work:

RENOVATIONS TO EXISTING TOWNHOUSE. REPLACE WINDOWS. REPLACE REAR EXIT STAIRS. REPLACE FIRST FLOOR FRAMING WITH NEW FLOOR. REPLACE DOORS.

Permission is Hereby Granted To: George Washington University	Owner Address: C/O RICE HALL 2127 F ST NW #700 FL	PERMIT FEE: \$456.00
--	---	-------------------------

Permit Type: Alteration and Repair	Existing Use:	Proposed Use:	Plans:
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Agent Name: Sam Hollen	Agent Address: 3900 JERMANTOWN ROAD, # 300	Existing Dwell Units:	Proposed Dwell Units:	No. of Stories:	Floor(s) Involved:
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Conditions/ Restrictions:

This Permit Expires if no Construction is Started Within 1 Year or if the Inspection is Over 1 Year.

All Construction Done According To The Current Building Codes And Zoning Regulations:

As a condition precedent to the issuance of this permit, the owner agrees to conform with all conditions set forth herein, and to perform the work authorized hereby in accordance with the approved application and plans on file with the District Government and in accordance with all applicable laws and regulations of the District of Columbia. The District of Columbia has the right to enter upon the property and to inspect all work authorized by this permit and to require any change in construction which may be necessary to ensure compliance with the permit and with all the applicable regulations of the District of Columbia. Work authorized under this Permit must start within one(1) year of the date appearing on this permit or the permit is automatically void. If work is started, any application for partial refund must be made within six months of the date appearing on this permit.

Director: Linda K. Argo	Permit Clerk: Erika King
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TO REPORT WASTE, FRAUD OR ABUSE BY ANY DC GOVERNMENT OFFICIAL CALL THE DC INSPECTOR GENERAL AT 1-800-521-1639

FOR CONSTRUCTION INSPECTION INQUIRIES CALL (202) 442-9557

TO SCHEDULE INSPECTIONS PLEASE CALL (202) 442-9557

Excerpt from Shipstead-Luce Appendix to the Minutes of Meetings of Commission on Fine Arts dated July 16, 2009:

SL Number: S.L. 09-086

HPA Number: H.P.A. N/A

Address: 2140 F Street, NW

Owner(s): George Washington University - market -

Description: Renovation and window replacement - Concept/permit **RECOMMENDATION:** No objection to issuance of permit for renovations to a historically significant frame commercial structure, as shown in supplemental materials received and dated 14 July 2009. Note: Any subsequent modifications to the approved design, including those made during DCRA technical review, must be resubmitted to the Commission for approval.

See <http://cfa.gov/print/meetings/2009/jul/20090716.html>

To Whom It May Concern:

As the former owner and tenant of the Foggy Bottom Grocery, I write to inform you of my knowledge of the ongoing operations in the building that occurred prior to my selling the business to Kris Hart. In the past the basement was used to prepare and sell sandwiches for people to eat off-premises.

An owner previous to me was known particularly well for their Italian and Roast Beef sandwiches and even catered events with their meals. I used the downstairs kitchen to make and sell pizza, which I was ordered by the BZA not to do when the primary purpose became delivering pizzas to off-campus locations; this portion of the business was over 50%. We also were found in violation for allowing students to use the benches on the front patio. Regardless, I maintained my delicatessen license until the day I sold the business and continued to advertise and sell sandwiches, subs and salads from my store. The license was valid at the date of sale.

I hope this serves to give you better clarification of the operations at 2140 F Street, NW, Foggy Bottom Grocery, which I still love dearly to this day!

Sincerely,

A handwritten signature in cursive script, appearing to read "Meseret Bekele".

Meseret Bekele

Department of Consumer and Regulatory Affairs

Permit Operations Division

941 North Capitol Street NE Room 2100

Washington DC 20002

Tel. (202) 442 - 4589 Fax (202) 442 - 4862

TO SCHEDULE INSPECTIONS PLEASE CALL (202) 442 9557



CERTIFICATE OF OCCUPANCY

THIS CERTIFICATE MUST ALWAYS BE CONSPICUOUSLY DISPLAYED AT THE ADDRESS MAIN ENTRANCE

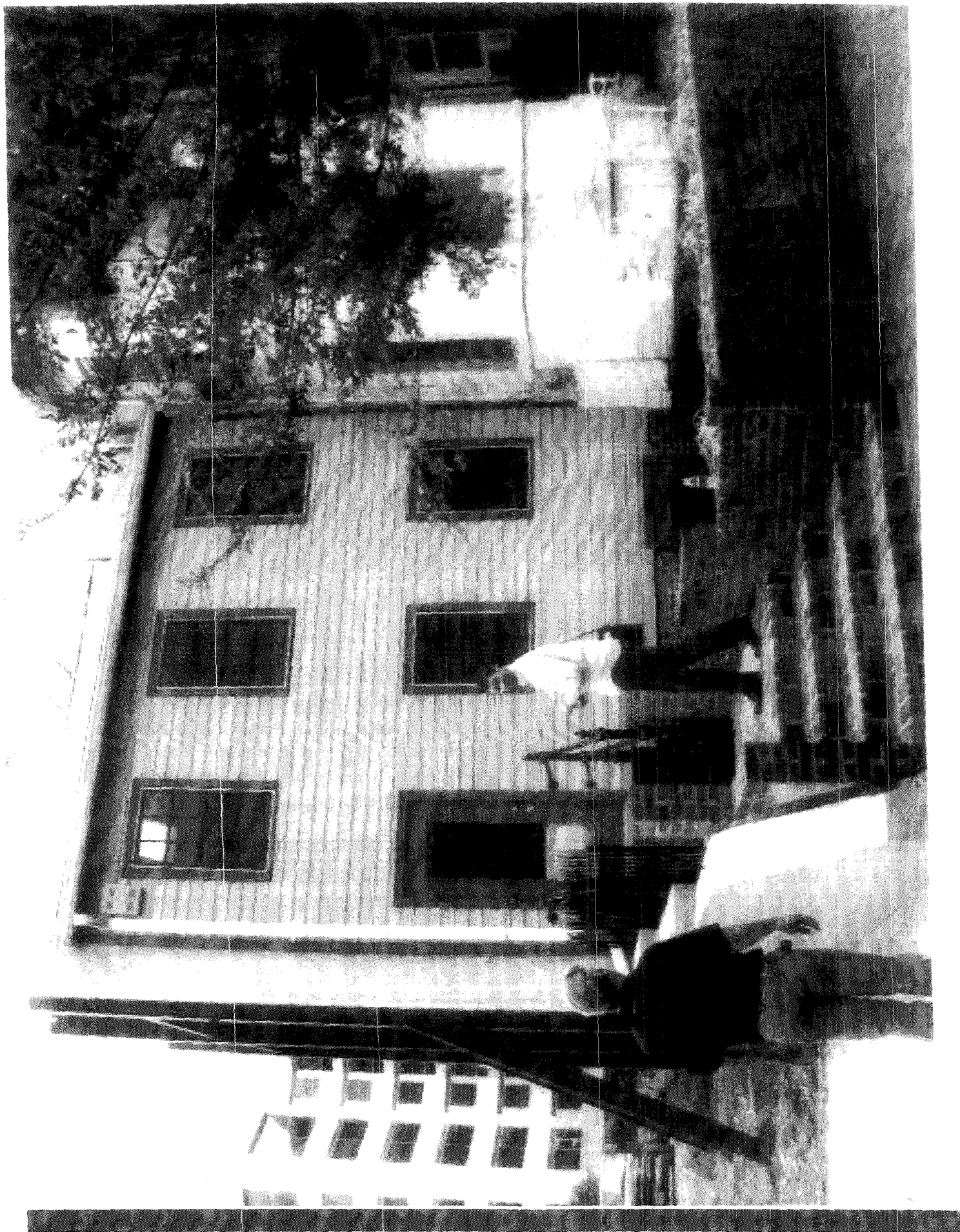
PERMIT NO. CO1000323

Date: 11/04/2009

Address of Use: 2140 F ST NW		Zone: R-5-E	Ward: 2	Square: 0081	Suffix:	Lot: 0811
Description of Occupancy: Retail Grocery Store (sales of cigarettes and medicine) with accessory prepared food shop						
Permission Is Hereby Granted To: Foggy Bottom Grocery, Llc	Trading As: FO BO GRO	Floor(s) Occupied 3	PERMIT FEE: \$76.00			
Property Owner: George Washington University	Previous Use(s): Retail or Wholesale Store - M	Occupant Load: 0	BZA Number:			
Type of Occupancy: Use Change	Occupied Sq. Footage: 1835	Approved Use(1): Retail or Wholesale Store - M				
Conditions/ Restrictions: Retail Grocery Store (sales of cigarettes and medicine) with accessory prepared food shop As a condition precedent to the issuance of this Certificate, the owner agrees to conform with all conditions set forth herein, and to maintain the use authorized hereby in accordance with the approved application and plans on file with the District Government and in accordance with all applicable laws and regulations of the District of Columbia. The District of Columbia has the right to enter upon the property and to inspect all spaces whose use is authorized by this Certificate and to require any changes which may be necessary to ensure compliance with all the applicable regulations of the District of Columbia.						
Director: Linda K. Argo	Permit Clerk: Stacie Williams	Expiration Date:				
TO REPORT WASTE, FRAUD OR ABUSE BY ANY DC GOVERNMENT OFFICIAL, CALL THE DC INSPECTOR GENERAL AT 1-800-521-1639 FOR CONSTRUCTION INSPECTION INQUIRIES CALL (202) 442-9557 TO SCHEDULE INSPECTIONS PLEASE CALL (202) 442-9557.						

NOTE: CURRENT COLOR PHOTOS OF THE PREMISES
WILL BE SUBMITTED AT THE HEARING
ON FEBRUARY 23, 2010





Foggy Botto...ppt (11.0 MB)

From: Gary Griffith [mailto:gary.griffith@verizon.net]
Sent: Thursday, November 05, 2009 10:26 AM
To: khart@fobogro.com
Subject: Neighbors NOT Opposed to Your Grocery Project

Kris--

I asked for your card at the last ANC meeting. I wanted to let you know that many of us who live in the West End don't feel that the West End Citizens Association represents us or our views.

Thus, I was disappointed to see a headline in the *Foggy Bottom Current* that West End residents were opposed to your grocery project. I don't know a soul who actually lives in the West End who is opposed to your project, and I know quite a few of our residents.

In fact, many of my neighbors applaud projects like yours. (I actually know the FoBoGro site pretty well my dentist's office is almost next store.)

Good luck with your grocery.

Gary Griffith
Secretary, Friends of Francis Field
2501 M Street NW #609
Washington, DC 20037
202 659-4561

See the new FFF Website at:
<http://www.friendsoffrancisfield.org>

To Whom It May Concern

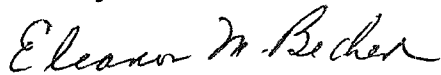
This letter is written to support the efforts of Kris Hart, who is hoping to operate a small grocery store and delicatessen in the 2100 block of F Street, N.W. Kris is trying to take a run-down and awful-looking lavender building and transform it into a thriving small business serving a community need.

The establishment's services are directed at university students who surround it, and in my opinion would not affect non-student residents; few if any live nearby.

I have known Kris for several years, and have found him to be a responsible businessman and community member. His record at the University and in community affairs has been exemplary, and I see no reason for him to stray from this outstanding record.

I heartily recommend that Kris Hart and his partners be allowed to open and operate this facility.

Cordially,

A handwritten signature in cursive script that reads "Eleanor M. Becker".

Eleanor M. Becker
2528 I Street, N.W.
Washington, DC 20037

EXHIBIT B

CERTIFICATE OF OCCUPANCY

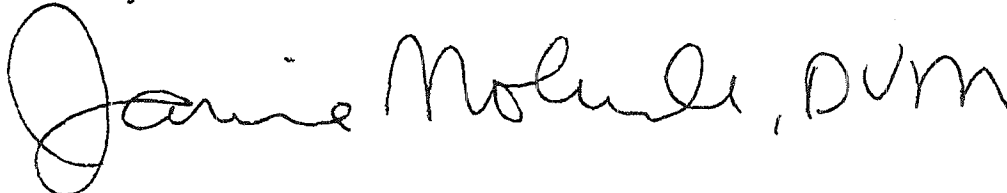
December 2, 2009

To Whom It May Concern:

My mother, Lucille Molinelli, lived and worked in the West End Community for over 50 years until her death in 2008. She and my father, James "Jimmy" Molinelli, were cornerstones in the West End/Foggy Bottom community associations serving as officers for many years. I grew up at their 2150 F Street residence and used the Foggy Bottom Grocery as my local candy/ convenience store. My mother and I spoke often of our support for the expansion of the Foggy Bottom Grocery Store to a sub/pizza shop. Lucille lived only 4 doors away from the Foggy Bottom Grocery. As a senior citizen, she really enjoyed the close proximity of a fresh, good pizza and other food items. She was very upset when members of her local community forced the closing of the food service at the store.

I have met Kris Hart on multiple occasions. He was very helpful to my mother in her declining years. He ran errands for her and provided a ready labor force of friends to assist in any household duties required. I have found him to be a wonderful person who loves his local community. Kris has shown maturity beyond his years. I was very pleased when I found out he was going to take over the lease on my favorite little store. It had been apparent for years the grocery needed a face-lift. I know Kris is putting a large amount of equity into improving our local landmark store. I feel I can speak for my mother and myself when I say that we are strongly in favor of adding a food service in the basement of the grocery store. I feel this will help Kris succeed in his revitalization efforts and will improve the overall appearance of the F street area.

Sincerely

A handwritten signature in black ink that reads "Jamie Molinelli, DVM". The signature is fluid and cursive, with the first name "Jamie" being more prominent and the "DVM" at the end.

Jamie Molinelli, DVM
6713 South River Drive
Baltimore Md, 21220
(410) 335-4091

Bernard Demczuk, Ph.D
918 French Street, NW
Washington, DC 20009
202.251.1975

December 9, 2009

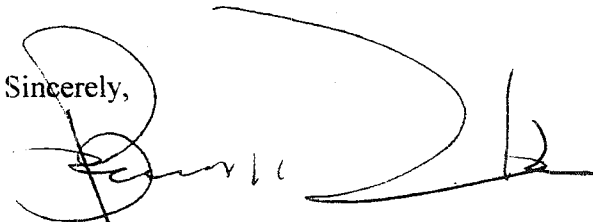
To the ABRA:

It is with great pleasure that I write this letter of support for an excellent small, local business leader in Foggy Bottom. Kris Hart has been a student, friend, colleague and neighbor of mine for over six years. I have know him as a student leader at GW, as a neighbor working to improve the quality of life in Foggy Bottom and as a colleague who has helped breath new life and ideas into the GW-Foggy Bottom community.

Kris is earnest, honest, hard-working and committed to the community. As a community leader he has demonstrated for years his dedication to improving the quality of life in Foggy Bottom by attending countless of community meetings, supporting all the quality-of-life-improvement programs in Foggy Bottom and giving of his time and money for the betterment of our neighborhood. He is a model small business owner who has worked with and will continue to work with his neighbors to assure that no untoward business activities occur in or around his establishment. His newest business will bring even more vitality to the community and even more taxes to the city's treasury.

I have full confidence in the sincere work and dedication that Kris Hart has to the District of Columbia and his immediate neighborhood Foggy Bottom. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Bernard Demczuk", written over a large, stylized, sweeping line that extends from the left towards the right.

Dr. Bernard Demczuk.

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Foggy Bottom Grocery, LLC
t/a Foggy Bottom Grocery

License Number: 82431
Case Number: 82431-09/072P
Order Number: 2010-004

Applicant for a Transfer of
Ownership and Substantial Change
to a Retailer's Class B License
at premises
2140 F Street, N.W.
Washington, D.C. 20037

BEFORE: Charles Brodsky, Acting Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ALSO PRESENT: Constance Miller, Counsel for the Applicant

Barbara Kahlow, on behalf of West End Citizens Association,
Protestants

Martha Jenkins, General Counsel
Alcoholic Beverage Regulation Administration

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Foggy Bottom Grocery, LLC t/a Foggy Bottom Grocery (Applicant), located at 2140 F Street, N.W., Washington D.C., filed an Application for a Transfer of Ownership and Substantial Change to a Retailer's Class B License. The Application was protested by West End Citizens Association (WECA), represented by Barbara Kahlow (Protestants).

The matter came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 21, 2009, at which time the Application was scheduled for a Status Hearing on October 28, 2009. The protest was not settled and the matter was

scheduled for a Protest Hearing on December 9, 2009. At the conclusion of the Protest Hearing, the Board took the matter under advisement.

Pursuant to D.C. Official Code § 25-313, the filed protest issues are whether the Applicant's substantial change request for extended hours, expansion of operations from one floor of the building to three floors, and the addition of a take-out deli would adversely affect the peace, order, and quiet, as well as the residential parking, vehicular and pedestrian safety in the neighborhood and cause a significant decrease in residential property values. The Board, having considered the evidence, the testimony of witnesses, the arguments of counsel, and the documents comprising the Board's official file, makes the following:

FINDINGS OF FACT

1. The Applicant's establishment is located at 2140 F Street, N.W., Washington, D.C. The Applicant filed for a Transfer of Ownership and Substantial Change to a Retailer's Class B License. The requested substantial changes include an extension of operating hours, expansion of operations from one floor of the building to three floors, and the addition of a take-out deli. *See Alcoholic Beverage Regulation Administration ("ABRA") Protest File* for License Number 82431.
2. The Protestants, represented by Barbara Kahlow, lodge this protest against the Applicant based on the effect that the substantial changes in the Applicant's establishment will have on the general peace, order, and quiet, as well as the residential parking, vehicular and pedestrian safety in the neighborhood and cause a significant decrease in residential property values. *See generally ABRA Protest File*, protest letters included therein, License Number 82431; *see also generally, Transcript, 12/9/09*. (hereinafter "*Tr. 12/9/09*").
3. The Board called ABRA Investigator Susan Mitchell, who prepared the Protest Investigation Report in this matter. *Tr. 12/9/09*, at 17, 18. The Applicant is located on the outskirts of the George Washington University (GW) campus. *Tr. 12/9/09*, at 19. The establishment has been operating since 1946 on one floor of a three floor building. *Tr. 12/9/09*, at 19. On July 1, Kristopher Hart purchased the establishment with the intention of renovating in late December and reopening in January 2010. *Tr. 12/9/09*, at 19, 20. There will be a deli on the basement floor; beer and other items, mostly food, will be sold on the first floor; and wine, food, and retail type items will be sold on the second floor. *Tr. 12/9/09*, at 20. There are twelve other ABC-licensed establishments within 1,200 feet of the Applicant. *Protest Investigation Report, 12/9/09*, at 4. (hereinafter "*Report, 12/9/09*").
4. From November 3, 2009, through December 1, 2009, ABRA investigators, including Investigator Mitchell, monitored the Applicant's establishment on eleven occasions at all times of days. *Tr. 12/9/09*, at 18; *Report, 12/9/09*, at 8. During these visits, the investigators observed no ABRA violations. *Report, 12/9/09*, at 8. There were minimal noise and pedestrian safety issues. *Tr. 12/9/09*, at 28. Investigator Mitchell did

not observe any trash or public drunkenness. *Tr. 12/9/09*, at 28. Parking is challenging in the area, but not impossible. *Tr. 12/9/09*, at 28. There is two hour parking, except for residents of the area. *Tr. 12/9/09*, at 28. Also, there is a Metro bus line, garage with 80 spaces at State Plaza Hotel, two designated spaces for the delivery trucks, and employees will have spaces behind the establishment. *Tr. 12/9/09*, at 29.

5. Investigator Mitchell spoke with Protestants, including Barbara Kahlow, Sara Maddox, and Elizabeth Mills. *Tr. 12/9/09*, at 20. Ms. Maddox and Ms. Mills live near the Applicant. *Tr. 12/9/09*, at 20. The Protestants' concerns include: alleged violations of various laws around the establishment; zoning issues, including a nonconforming use as a deli and improperly issued certificate of occupancy; sales to minors and underage drinking; noise; loitering; public drunkenness; public urination; destruction of property; and unsightly trash, especially beer cans; parking customers may take up residential parking spaces; and early morning delivery trucks. *Tr. 12/9/09*, at 21, 23.

6. Investigator Mitchell also spoke with Mr. Hart, who is the owner of the establishment. *Tr. 12/9/09*, at 23. Mr. Hart decided to open early to attract the professionals in the area. *Tr. 12/9/09*, at 24. There are a number of professional buildings in the area. *Tr. 12/9/09*, at 24. He foresees his alcohol revenue as being only 15 percent of his total revenue. *Tr. 12/9/09*, at 24. There will be no music inside or outside of the establishment, and there will be no seating inside or outside. *Tr. 12/9/09*, at 25. Mr. Hart has a petition of support from many area residents, and the Advisory Neighborhood Commission 2A made no objections to his proposals. *Tr. 12/9/09*, at 25. He feels the business will help revitalize the neighborhood. *Tr. 12/9/09*, at 25. To address potential crime, he purchased security cameras for inside and outside the establishment. *Tr. 12/9/09*, at 25.

7. In addition, Investigator Mitchell spoke with Chief Dorothy Stafford, who is the Police Chief at GW. *Tr. 12/9/09*, at 26. Chief Stafford lives nearby and is very familiar with the area. *Tr. 12/9/09*, at 26. According to Chief Stafford, the old Foggy Bottom was an eyesore, and she thinks the establishment looks better even though it is not finished. *Tr. 12/9/09*, at 26. She feels it will enhance the neighborhood. *Tr. 12/9/09*, at 26. With respect to noise complaints, the police often get noise complaints but not from that area. *Tr. 12/9/09*, at 26. Also, she does not foresee any crime because she does not feel like a new element of people are going to come from outside the area. *Tr. 12/9/09*, at 26. And she has not had any reports of public drinking nor does she foresee underage sales. *Tr. 12/9/09*, at 26, 27.

8. The Applicant called Kristopher Hart as a witness on its behalf. Mr. Hart's testimony includes an extensive overview of the location of the establishment in relationship to residential home and professional buildings and businesses. *Tr. 12/9/09*, at 49-60. Mr. Hart also described the many renovations to the establishment. *Tr. 12/9/09*, at 60-67. And he clarified that the basement level is not a deli; instead, it is a prepared food shop. *Tr. 12/9/09*, at 68. In addition, Mr. Hart explained that the proposed hours fit the community, what they want, and it is an amenity. *Tr. 12/9/09*, at 69. Mr. Hart does not foresee traffic issues, because he does not anticipate more than one or two

percent of the establishment's traffic stemming from people driving and there will be no delivery services. *Tr. 12/9/09, at 75, 76.* Further, Mr. Hart stated that truck deliveries would likely not exceed twice a day, with possible 8 a.m. and 2 p.m. deliveries. *Tr. 12/9/09, at 76.* With respect to property values, Mr. Hart believed that he is doing a good thing compared to what the old establishment looked like in the community. *Tr. 12/9/09, at 77.*

9. The Applicant called Devlin Keating as its next witness. *Tr. 12/9/09, at 112.* Mr. Keating is the Chief Operating Officer of the establishment. *Tr. 12/9/09, at 113.* Mr. Keating explained that the establishment is upgrading its security system, which includes an alarm and four security cameras. *Tr. 12/9/09, at 115, 116.* He also described the employee handbook that provides guidance to employees on serving alcohol to persons under the legal drinking age. *Tr. 12/9/09, at 117.* There will also be a computer system (identification card reader) to prevent selling to minors. *Tr. 12/9/09, at 118.* Mr. Keating has never seen consumption of alcohol outside the building and does not foresee issues with public urination and vomiting. *Tr. 12/9/09, at 120, 121.* And he does not foresee issues with trash. *Tr. 12/9/09, at 123.*

10. The Applicant called Anne Savage, a resident and homeowner in the Foggy Bottom Area, as its next witness. *Tr. 12/9/09, at 133, 134.* Ms. Savage, a licensed real estate agent, presented a prepared statement regarding the potential impact of the establishment on residential real estates values in the area. *Tr. 12/9/09, at 134-138.* She does not believe that the establishment will negatively affect property values; instead, she believes that it will increase values in the future. *Tr. 12/9/09, at 138.*

11. The Applicant called Jason Lipton as its next witness. *Tr. 12/9/09, at 143.* Mr. Lipton is a student at GW and lives on the adjacent corner to the establishment. *Tr. 12/9/09, at 144.* He is confident that the establishment would be an improvement to the neighborhood, and has already seen improvements including physical improvements and fewer rats. *Tr. 12/9/09, at 144.* As Vice President of the Student Body at GW, he has spoken to a number of students and has not received any opposition to the establishment. *Tr. 12/9/09, at 145.*

12. The Applicant submitted the prepared statements of Eleanor Becker and Gary Griffith into evidence, who are supportive of the Application. *Tr. 12/9/09, at 151.*

13. The Protestants called Barbara Kahlow, Secretary of WECA, as its first witness. *Tr. 12/9/09, at 155, 157.* Ms. Kahlow believes that adding a late night establishment in a residential zone would further diminish the property values since late night noise would adversely impact the quality of life for long term community residents. *Tr. 12/9/09, at 160.* Ms. Kahlow provided excerpts from GW's Foggy Bottom Campus Plan Compliance, which indicates that 78 percent of the community complaints relate to noise. *Tr. 12/9/09, at 161, 162.* She also expressed concerns about improper parking and the limited on-street residential parking spaces in this immediate vicinity. *Tr. 12/9/09, at 163.* Ms. Kahlow believes that the requested substantial changes will adversely affect the

quality of life in the surrounding neighborhoods which house several high-rise apartment buildings including some in the same city square. *Tr. 12/9/09, at 167.*

14. The Protestants called Elizabeth Mills as its next witness. *Tr. 12/9/09, at 197.* Ms. Mills has lived and worked in Foggy Bottom for the past 30 years; she lives about a quarter of a block from the Applicant. *Tr. 12/9/09, at 197, 198.* Ms. Mills stated that the neighborhood used to be very quiet and peaceful, but it has become increasingly noisy, especially at night. *Tr. 12/9/09, at 197.* According to Ms. Mills, the uncivilized behavior is particularly bad Thursday through Saturday nights with screaming and yelling, public drunkenness, urinating, and vomiting. *Tr. 12/9/09, at 197.* Ms. Mills is opposed to any additional establishments that would encourage more people to roam the neighborhood at night, because she is kept awake or awakened many nights. *Tr. 12/9/09, at 198.*

15. The Protestants called Sara Maddox, a resident of the Foggy Bottom area since 1970, as its next witness. *Tr. 12/9/09, at 205.* During the operation under the previous owner, the delivery trucks double parked to avoid having to formally park. *Tr. 12/9/09, at 209.* This created traffic backups and hazards on the street. *Tr. 12/9/09, at 209.* According to Ms. Maddox, the amount of vehicular and pedestrian traffic has increased greatly since September 2009. *Tr. 12/9/09, at 209.* In addition, during the previous operation, delivery and service trucks arrived before 7:00 a.m. producing additional noise in the neighborhood. *Tr. 12/9/09, at 210.* She also stated that since the establishment has been closed, the degrading public behavior has diminished greatly. *Tr. 12/9/09, at 211.* Ms. Maddox believes that disturbing public behavior will become a repeat situation. *Tr. 12/9/09, at 211.* Also, Ms. Maddox explained that the experience of the neighborhood is from previous business and so far there is no exception given the proposed mode of operation and expansion of hours that there would be a difference. *Tr. 12/9/09, at 215.* She also stated that the parking at State Plaza Hotel is provided for guests and customers and it is not open to general public usage. *Tr. 12/9/09, at 215.*

CONCLUSIONS OF LAW

16. Pursuant to D.C. Official Code § 25-313(a), an Applicant must demonstrate to the Board's satisfaction that the substantial change sought to be made is appropriate for the neighborhood in which it is located. Pursuant to D.C. Official Code § 25-313, the Board shall consider all relevant evidence of the record, including: (1) the effect of the establishment on real property values; (2) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions in §§ 25-725 and 25-726; and (3) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety.

17. With regard to the issues of peace, order, and quiet, the Board found nothing in the Protestants testimony to support a finding that the Applicant's request for an extension of operating hours and expansion of operations from one floor of the building to three floors should not be granted. On the contrary, the Board credits the testimony of

ABRA Investigator Mitchell to support a finding by the Board that granting the substantial change requests will not affect the neighborhood nor alter its quiet nature. At no point did Investigator Mitchell nor other ABRA investigators observe any public drunkenness or trash. And minimal noise was heard by the investigators while monitoring the establishment. Investigator Mitchell also interviewed Chief Stafford, who stated that the police often get noise complaints but not from the Applicant's area. Chief Stafford also has not had any reports of public drinking. In addition, Mr. Hart explained that there will be no music inside or outside of the establishment, and there will be no seating inside or outside.

18. With regard to the issue of residential parking, the Board must determine whether the Applicant's requests for substantial changes will have an adverse effect on residential parking needs and vehicular and pedestrian safety pursuant to D.C. Official Code § 25-313(b)(3). The Board found credible the testimony of Investigator Mitchell who testified that parking is challenging in the area, but not impossible. In fact, there is two hour parking for non-area residents. Also, there is a Metro bus line, two designated spaces for the delivery trucks, and employees will have parking spaces behind the establishment. Investigator Mitchell also testified that she observed no pedestrian safety issues during her visits to the establishment. Pursuant to D.C. Official Code § 25-313(b)(3), the Board finds that when looking at the evidence as a whole, that the Applicant's requested substantial changes will not have an adverse effect on the residential parking needs and vehicular and pedestrian traffic.

19. With regard to the issues of real property values, the Board finds that the Applicant's request for an extension of operating hours and expansion of operations from one floor of the building to three floors will not affect the real property values in the area. The Board credits the testimony of Ms. Savage, who stated that the establishment will not negatively affect property values. Instead, she believes that it will increase values in the future.

20. The Board notes Ms. Maddox's comments that visits to the premises by ABRA Investigators occurred while the establishment was not in operation. The Board recognizes that it is difficult to monitor or discern the impact of an establishment that is not currently open. However, the Board finds that the Applicant has demonstrated that the requested substantial changes to its establishment is appropriate for the location and does not adversely impact the peace, order, and quiet of the neighborhood; residential parking needs and vehicular and pedestrian safety; and real property values.

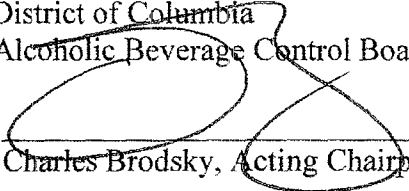
ORDER

For the reasons stated in the findings of fact, conclusions of law, and the entire record herein, it is hereby **ORDERED** by the Board on this 6th day of January, 2010, that the Application for a Transfer of Ownership and Substantial Change of a Class B License for Foggy Bottom Grocery, LLC, t/a Foggy Bottom Grocery located at 2140 F Street, N.W., is **GRANTED**.

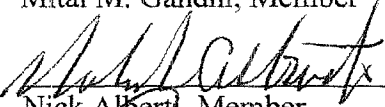
It is **FURTHER ORDERED** that the following condition is hereby imposed on the Applicant and shall become a term and condition of the license:

1. The Applicant's deliveries shall not take place before 8:00 a.m.

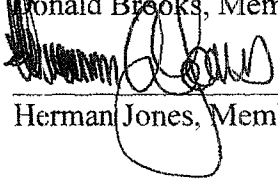
District of Columbia
Alcoholic Beverage Control Board


Charles Brodsky, Acting Chairperson

Mital M. Gandhi, Member


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member

Pursuant to Section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001) and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of the service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington D.C. 20001.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR § 1719.1 (April 2004) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b).