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May 8, 2012

BY HAND DELIVERY

Lloyd Jordan
Chairperson
Board of Zoning Adjustment
441 Fourth Street, N.W., Suite 210
Washington, D.C. 20001

Re: BZA Case No. 18352
Prehearing Statement of CWC, Inc. t/a Frager's Hardware and Mahmoud Abd-alla,
Trustee ("Applicant")
1113-1117 Pennsylvania Avenue, S.E. and 1123 Pennsylvania Avenue, S.E.
Square 994, Lots 44 and 838 ("Property")

Dear Chairperson Jordan:

Enclosed please find one original and twenty (20) copies of the above-referenced BZA Prehearing Statement pursuant to 11 DCMR § 3103.2, for a variance from the use provisions under Section 330.5 to allow for the outdoor display/sale of seasonal merchandise and storage accessory to a retail hardware store in the R-4 (rear) portion of Lots 44 and 838 in a CHC/C-2-A and R-4 District.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

GREENSTEIN DELORME & LUCHS, P.C.

By:

Jacques B. DePuy

By:

Kate M. Olson

BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO.

18352

EXHIBIT NO.

48

Enclosures

Board of Zoning Adjustment
District of Columbia
CASE NO.18352
EXHIBIT NO.48



GREENSTEIN DELORME & LUCHS, P.C.
www.gdlaw.com

CERTIFICATE OF SERVICE

I hereby certify that on May 8, 2012 a copy of the BZA Prehearing Statement of CWC, Inc t/a Frager's Hardware and Mahmoud Abd-alla, Trustee was served on the following:

ANC 6B

The Hill Center
921 Pennsylvania Avenue, SE
Suite 305
Washington, DC 20003
(Electronically office@anc6b.org and by Courier)

Chairperson Jared Critchfield, ANC 6B

(Electronically Jared6b06@anc6b.org)

Commissioner Kirsten Oldenburg, SMD 6B04

(Electronically Kirsten6b04@anc6b.org)

Mr. Paul Goldstein

D.C. Office of Planning
1100 4th Street, SW
Suite E650
Washington, DC 20024
(Electronically Paul.Goldstein@dc.gov)

Mr. Jamie Henson

D.C. Department of Transportation
55 M Street, SE
Suite 400
Washington, DC 20003
(Electronically Jamie.Henson@dc.gov)

Kate M. Olson

**BEFORE THE BOARD OF ZONING ADJUSTMENT
OF THE DISTRICT OF COLUMBIA**

**Application of
CWC, Inc. t/a Frager's Hardware
1113-1117 Pennsylvania Ave., S.E.
Lot 44, Square 994 and
Mahmoud Abd-alla, Trustee,
1123 Pennsylvania Avenue, S.E.,
Lot 838, Square 994 ("Application")**

**BZA Application No. 18352
ANC 6B, SMD04
Hearing Date: May 22, 2012**

**PRE-HEARING STATEMENT OF (A) EXISTING AND INTENDED
USE AND (B) JUSTIFICATION FOR USE VARIANCE RELIEF
("STATEMENT")**

**I. EXECUTIVE SUMMARY OF DEVELOPMENTS AND ACTIVITIES
SUBSEQUENT TO FILING OF APPLICATION**

The following is an executive summary of the major developments and activities that have occurred subsequent to the filing of the Application on January 27, 2012. A more detailed discussion of these items is set forth below in this Statement.

A. The Applicant and thirteen (13) homeowners or tenants of abutting or nearby properties ("**Neighbors**") have executed an Agreement dated April 30, 2012 ("**Agreement**").

B. Pursuant to the Agreement, the Neighbors signed and submitted a letter in support of the Application to this Board.

C. The (i) discontinued use of the "Rear Portion" of the Property (as defined below) by the Applicant for the display, sale and storage of outdoor plants, flowers, mulch and similar items during the busy spring planting season and (ii) the necessity to store such merchandise off-site in Maryland has created a hardship to the Owner.

D. The Planning and Zoning Committee of ANC 6-B voted unanimously, on May 1, 2012 to recommend that ANC 6-B support the Application.¹

E. Capitol Hill's Chamber of Commerce ("**CHAMPS**") submitted a letter in support of the Application.

F. There are thirteen (13) letters from persons in support of the Application in the record and there are no letters of opposition to the Application in the record.

II. DESCRIPTION OF APPLICANT; NATURE OF RELIEF SOUGHT

This Application is submitted by CWC, Inc., the owner of Frager's Hardware Store, and Mahmoud Abd-alla, Trustee ("**Applicant**"), by CWC, Inc.'s attorneys, Greenstein DeLorme & Luchs, P.C., by Jacques B. DePuy, Esquire and Kate M. Olson, Esquire.

The Application seeks approval by the Board of Zoning Adjustments ("**BZA**" or "**Board**") of a request for a use variance to allow a small portion of land that is zoned R-4, and which is located immediately adjacent to a CHC/C-2-A zone district, to be used for the display, storage and sale by Frager's Hardware Store ("**Hardware Store**") of seasonal merchandise, such as outdoor plants, flowers and mulch in the summer and Christmas trees, wreaths and snow shovels in the winter. The property that is included in the Application is located at 1113-1117 Pennsylvania Avenue, S.E. (Lot 44, Square 994) and 1123 Pennsylvania Avenue, S.E. (Lot 838, Square 994). Lot 44 is owned by CWC, Inc. and Lot 838 is owned by Mahmoud Abd-alla, as Trustee ("**Trustee**")². (Lots 44 and 838 are cumulatively referred to as the "**Property**").³

¹ ANC 6B's meeting to vote on this Application will take place the same day this prehearing statement is due, May 8, 2012.

² Lot 838 is referred to below as the Trustee's Property ("**Trustee's Property**").

³ The Hardware Store also consists of the ground floor of a building located at 1101 Pennsylvania Avenue, S.E. (Lot 827, Square 994) which is owned by an affiliate of CWC, Inc. This property is zoned CHC/C-2-A in its entirety and is not included in the Application.

For the purposes of this Statement, the small portion of the Property that is zoned R-4 shall be referred to as “Rear Portion”. See Zoning Map, Exhibit “A”.

III. FRAGER’S HARDWARE STORE

The Hardware Store has been in business and has been a Capitol Hill (commercial) institution since 1920. Frager’s has used the Rear Portion of Lot 44 for the display, sale and storage of seasonal merchandise for eighty (80) years (i.e., since the 1930s). A more detailed description of the Hardware Store is attached as Exhibit “B”.

IV. DESCRIPTION OF THE PROPERTY AND SURROUNDING AREA

The Property is split-zoned. The majority of the Property, along Pennsylvania Avenue, S.E., is zoned CHC/C-2-A. The Rear Portion, which is small⁴ and for all intents and purposes is “land-locked”, is zoned R-4. See Zoning Map, Exhibit “A”. The Property is located within the Capitol Hill Historic District.

The Rear Portion is located behind and to the south of the commercial buildings located on Pennsylvania Avenue, S.E., behind and to east of several R-4 properties on 11th Street, S.E. and behind and to the west of several R-4 properties on 12th Street, S.E. The Rear Portion is accessible by vehicles from 11th Street, S.E. via an approximately ten (10) foot wide private alley (“**Private Alley**”).⁵ The Private Alley is owned, in large part, by CWC, Inc. and is subject to an easement for ingress to, and egress from, the rear of Lots 22⁶, 23, 24, 25 and 44 (“**Easement Properties**”).⁷

⁴ The Rear Portion is approximately 4,590 square feet in size (area) inclusive of the leased area from the adjacent Lot 838.

⁵ This alley is located between Lot 30 (514 11th Street, S.E.) and Lot 25 (516 11th Street, S.E.).

⁶ Shown as Lot 835 on the Zoning Map, Exhibit “A”.

⁷ CWC, Inc owns approximately 8 feet of the width of the private alley. The owner of Lot 25 owns 2 feet of the width of the alley and the owners of Easement Properties own 5 feet of the 10 foot easement in the rear.

V. PRIOR APPROVAL BY BOARD OF ZONING ADJUSTMENT OF A USE VARIANCE FOR THE CWC, INC. PROPERTY

In 1991, Order 15557, the Board of Zoning Adjustment approved a use variance sought by CWC, Inc. for its Property. A copy of this Order is attached as Exhibit “C”. The use variance allowed a portion of a proposed addition to the building at 1113-1117 Pennsylvania Avenue, S.E. to be located in the R-4 portion of the Property and to be used by Frager’s Hardware Store for retail purposes.⁸

VI. EXISTING AND INTENDED USE OF REAR PORTION OF PROPERTY

Existing Use. The Rear Portion of the Property is improved with an impervious “blacktop” surface. It is currently used by Frager’s Hardware Store for -- and has for approximately eighty (80) years been used for -- the display, storage and sale of seasonal merchandise. In addition, an approximately ten (10) foot wide Private Alley, which is also paved with a “blacktop” surface, connects the Rear Portion to 11th Street, S.E. and provides ingress to and egress from the Property. See Site Photographs, Exhibit “D”.

Intended Use. The Applicant proposes to continue the use of the Rear Portion for the display, storage and sale of seasonal goods. The Applicant also proposes to landscape the Rear Portion. See site plan of proposed use attached as Exhibit “E” and perspective drawings of the proposed use attached as Exhibit “F”.

VII. JUSTIFICATION FOR USE VARIANCE

An Applicant must satisfy three requirements to obtain approval of a use variance: (i) a unique physical aspect or other extraordinary or exceptional situation or condition of a specific

⁸ The Applicant later decided that construction of the addition was infeasible economically and the above-referenced BZA Order lapsed.

piece of property; (ii) undue hardship to the owner; and (iii) no substantial harm to the public good and no substantial impairment of the zone plan. Monaco v. BZA, 407 A.2d 1091, 1096 (D.C. 1980); National Black Child Development Institute v. BZA, 483 A. 2d 687, 690 (D.C. 1984). The subject Application meets these legal tests, as discussed below.

A. Unique Physical Aspect or Other Extraordinary or Exceptional Situation or Condition of a Specific Piece of Property.

The Rear Portion of the Property is unique in many respects: specifically, it is (A) “landlocked,” (B) cannot be subdivided into a record lot that complies with the Zoning Regulations, (C) has no street frontage (except the eight (8) foot wide portion of the Property which is subject to an easement and functions as a Private Alley), (D) is accessed from 11th Street only by means of a narrow private alley, (E) has been split-zoned for over fifty (50) years and (F) has been used for retail use for approximately eighty (80) years.

B. Undue Hardship to the Owner.

No residential use of the Rear Portion as a row dwelling can be made because, as stated above, the lot width and street frontage requirements cannot be met. In addition, no other use allowed by the R-4 zone district -- such as a hospital, clinic, museum, dormitory or rooming/boarding house -- is feasible, appropriate or reasonable for such a small “landlocked” parcel.

The Rear Portion has for approximately eighty (80) years been used for outdoor storage, display and sale of merchandise by Frager’s Hardware Store without adverse impacts on neighboring properties. The continued use of the Rear Portion for its historic use is reasonable and appropriate.

The owner would be deprived of any reasonable use of the Rear Portion if the requested use variance is not granted. Such a deprivation of any reasonable use would constitute a hardship to the owner. In addition, the (i) discontinued use of the Rear Portion of the Property by the Applicant for the display, sale and storage of outdoor plants, flowers, mulch and similar items during the busy spring 2012 planting season, which occurred subsequent to and as a result of a letter from the Zoning Administrator, dated November 21, 2011, and (ii) the necessity to store such merchandise off-site in Maryland during the spring season has already created a significant financial hardship to the Owner and an operational hardship caused by the need to send employees back and forth to the off-site storage facility in Maryland.

C. No Substantial Harm to the Public Good and No Substantial Impairment of the Zone Plan.

The requested use variance can be granted without creating adverse impacts on nearby residential properties. First, such use is screened by seven (7) foot high fences that separate the Rear Portion from all neighboring properties. See photographs attached as Exhibit "D". Second, the use will be screened and buffered by landscaping. Third, the proposed use has been the historic use for approximately eighty (80) years and has only rarely generated complaints by neighbors. Fourth, the display, storage and sale of outdoor plant material, small trees, flowers, Christmas trees and similar merchandise will create an attractive "summer garden" or "winter garden" at the rear of the Property. Fifth, as discussed in Part VIII of this Statement, the Neighbors are in support of the Application.

In BZA Application No. 15557, this Board found as a matter of law that the Applicant met the burden of proof for a use variance and that the requested relief "can be granted as in harmony with the general purpose and intent of the Zoning Regulations and Map." Therefore

the requested use variance sought by the instant Application can also be granted without harm to the public or the zone plan.

VIII. AGREEMENT WITH NEIGHBORS

CWC, Inc. held several meetings to discuss the Application and obtain feedback from the Neighbors. As a result, CWC, Inc. and the Neighbors entered into an Agreement, effective April 30, 2012. A copy is attached as Exhibit “G”. The Agreement *inter alia* prohibits the use of the Private Alley by motor vehicles (except for emergency circumstances), obligates the Hardware Store to require its employees to use quiet-technology hand-set communication devices during out-of-doors activities so as to minimize noise, imposes limitations on the use of the Rear Portion of Trustee’s Property and sets forth the agreement of the Neighbors to support the Application.

IX. REQUEST THAT BOARD IMPOSE A CONDITION ON THE USE OF TRUSTEE’S PROPERTY IN ANY BZA ORDER APPROVING APPLICATION.

Pursuant to Section 3 of the Agreement, CWC requests and urges this Board to impose a condition on the use of the R-4 portion of Lot 838 owned by Trustee that limits such use to the uses permitted by this Board on the R-4 portion of Lot 44.

X. EXHIBITS

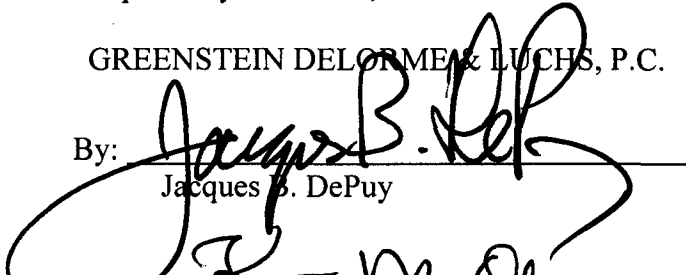
- Exhibit A: Zoning Map (with the Property outlined in red).
- Exhibit B: History of Frager’s Hardware Store.
- Exhibit C: BZA Order 15557.
- Exhibit D: Site Photographs.
- Exhibit E: Site Plan.
- Exhibit F: Perspective Drawings of Proposed Use of Rear Portion of Property.
- Exhibit G: Executed Agreement with Neighbors.

XI. CONCLUSION

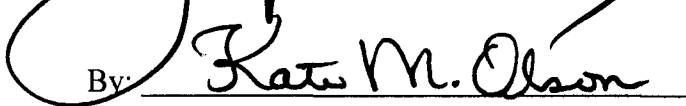
For the reasons set forth above, the Applicant respectfully requests approval of the grant of a variance to allow the use of the Rear Portion of the Property for the display, sale and storage of outdoor merchandise.

Respectfully submitted,

GREENSTEIN DELORME & LUCHS, P.C.

By: 

Jacques B. DePuy

By: 

Kate M. Olson

1620 L Street, N.W., Suite 900
Washington, D.C. 20036
Telephone: (202) 452-1400

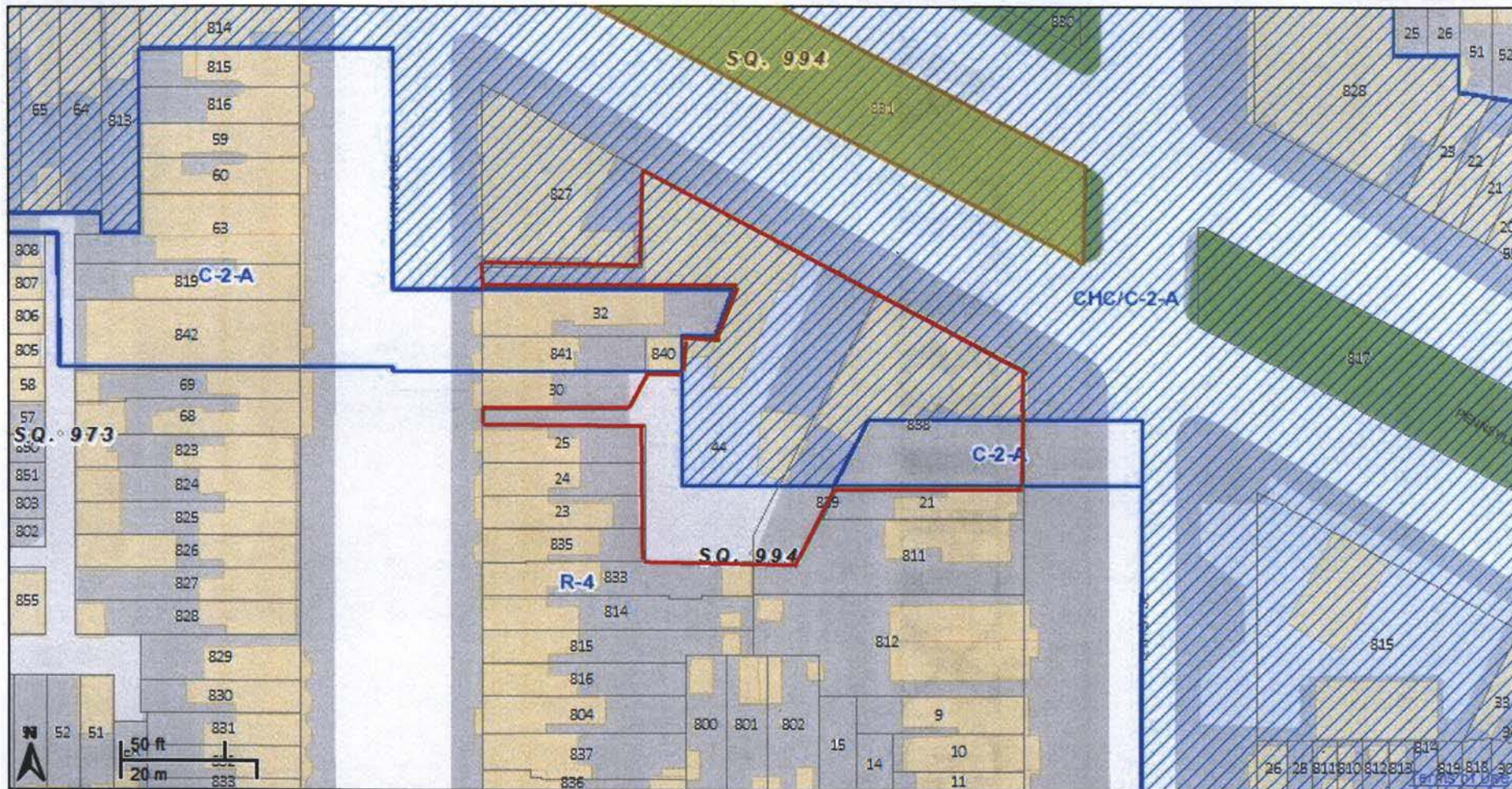
Attorneys for Applicant

May 8, 2012

EXHIBIT A



District of Columbia Office of Zoning
EXTRACT OF THE DISTRICT OF COLUMBIA ZONING MAP
January 25, 2012



**Zoning
Layers**

- | | | |
|--------------------|--------------|-----------------|
| Zone Districts | CEA | Pending PUDs |
| Historic Districts | Campus Plans | PUDs |
| Overlays Districts | TDRs | Air Rights Zone |

To certify zoning on any property in order to satisfy a legal requirement, contact the Office of Zoning at (202) 727-6311.

Outlined in Red = Lots 44 and 838 in Square 994

EXHIBIT B

History of Frager's Hardware

1920 – Frank “Fritz” Frager, a Russian immigrant (1902), skilled in many languages (Russian, Italian, Yiddish, and English), after being laid off from the Navy Yard as a foreman, and skilled cabinet maker, opens a hardware store, with a loan of \$5,000. The store is at 1115 Pennsylvania Ave., 11 blocks from the United States Capitol.

1931 – As a testament to Frank Frager's success, during the Great Depression, Frager's expands with an addition next door. This more than doubles the size of the store and provides a modern apartment over the store for living space for the Frager family.

1958 – August 10th – Frank Frager, a merchant on Capitol Hill for 38 years, passes away from a heart attack in front of his home at 1115 Pennsylvania Ave SE. He was 75. His two sons, George and Julius Frager, take over running the store.

1968 – With race riots flaring all around, Frager's is fortunately spared any damage. Frager's attributes it to good customer relations.

1969 – George and Jules Frager, having worked at the store their entire life, grow tired of managing the business and put it up for sale.

1975 – After 6 years on the market George and Jules sell the store to John Weintraub and Ed Copenhaver.

1975 – August 5th – Frager's Hardware re-opens under the management of John and Ed. The new owners are extremely lucky to have George Frager continue to work for them for the next 10 years, imparting valuable knowledge on how to run the store.

About 1995 – Kate Redmond becomes Frager's first female employee starting a long tradition of very successful women working at Frager's, in what had been a male dominated industry.

1996 – December – Nick Kaplanis is hired as general manager of the store and continues to act in that capacity today.

1997 –Frager's undergoes a major store modernization/remodeling, without ever closing.

1999 – Lawn & Garden department grows to become a successful blossoming Garden Center with the vision and dedication of Lucy Pfeiffer.

1999- John and Ed purchase 1101 Pennsylvania Ave., a two-story office building adjacent to the store.

2000 – Spring – The rental store, known as “Frager's Just Ask Rental”, opens in part of the new building's first floor with much input and training from True Value.

2000 – August 5th – John & Ed celebrate 25 years running Frager's.

2001 – December – Frager's begins the tradition of going "BIG" for Christmas (trees, gifts, ornaments) spearheaded by Amity Jeanes.

2002 – March 19th – Ruth Ann Overbeck, Capitol Hill Historic Project – Interviews John and Ed.

2002 – May 15th – John & Ed receive the Capitol Hill Community Achievement Award from the CHAMPS Community Foundation for recognition as outstanding retailer and neighborhood store as well as their continuing philanthropy.

2002 – May – Paint store opens in the remaining area of the first floor of 1101. The manager, Nick Kaplanis, Juan Wilson and several others, set up a complete paint store. True Value, again, provides excellent advice and support in making it happen. Juan Wilson continues today as the very capable manager of the paint store.

2003 – July – Frager's paint store is fortunate to be chosen as an outlet for Benjamin Moore paints. The addition of Benjamin Moore paint goes a long way to making the paint store a "destination" paint store.

2006 – May – President George W. Bush honors the store with a presidential visit. The President stopped by to talk about the improving economy and to buy treats for his dog. "It's a good place to shop, by the way. I just spent some of my hard-earned money on Barney. I bought him a couple of toys to chew on -- but don't let him know until I get over there, because it's a surprise. Thanks for letting me come by."

2006 – December – Washingtonian magazine selected Frager's Hardware as one of "Best" of the old reliable businesses in the Washington area . . . defined as businesses that had been at it for at least 30 years and still as "good as ever". Selection was made by Washington's Consumer CheckBook using their responses from people in the Washington area over the last 30 years.

2008 – December - Frager's receives Council Member Tommy Wells' 2nd annual Livable, Walkable Community Award after being nominated by the neighborhood.

2009 – Sept 13 – A celebration is held at the hardware store as "Mom & Pop Store Day" and a book signing with Author Robert Spector was held. Mr. Spector's recently published book *"The Mom & Pop Store: How the Unsung Heroes of the American Economy Are Surviving and Thriving"*, includes Frager's Hardware, and was the cause for the celebration.

2009 – November – Frager's wins "Best Retailer" at CHAMPS 1st Annual Hilly Awards. The Hilly awards are the result of voting on line by the local citizens of "the Hill" neighborhood.

2009 – Frager’s donates Benjamin Moore paint to the Sasha Bruce House which President-elect Barack Obama uses in his pre-inaugural “Day of Service”.

2010 – February – “Snowmageddon” hits DC. Generates Frager’s single biggest sales day.

2010 – September – The Honorable Eleanor Holmes Norton, of the District of Columbia, recognizes Frager' Hardware for 90 years of service, stating that “Frager's, as it is commonly known, has remained an indispensable fixture of the community and serves as a prototype of quality customer service”.

2010 – December – CHAMPS 2nd Annual Hilly Awards, again, recognizes Frager's Hardware by giving the “Legacy Award” for 90 years of service to the neighborhood.

Additional Information on the Current Owners of Frager’s Hardware

John Weintraub & Ed Copenhaver

Being one of the few gents who weren't from the Richmond area in their Phi Kappa Sigma fraternity at the University of Virginia, the outsiders immediately formed a lasting connection. They roomed together for a year during college, and after college, went off to serve in the military. After graduation John attended the Coast Guard Officer's Candidate School and Ed attended the Navy’s Officer Candidate School. Once commissioned, they both did tours in Vietnam.

They reconnected again at George Washington University while pursuing their Masters Degrees, Ed in Engineering Administration and John in Business Administration, when they decided to go into business together, specifically to purchase an existing business that was well founded. Their search to find an operation to purchase lasted over a year, but in 1975, they came back around to one of the first businesses they visited, Frager's Hardware, and the rest, as they say, is history.

Today, the business has grown to include a robust garden center, a rental store and a paint shop. As the neighborhood has prospered over the years, so has Frager's, while retaining that old-fashioned hardware store charm. Although the current owners do not live above the store, they live in Capitol Hill and normally walk or bike to work.

EXHIBIT C

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT



Application No. 15557 of C.W.C., Inc., pursuant to 11 DCMR 3108.1 and 3107.2, for a special exception under Section 215 to allow accessory parking spaces and a variance from the use provisions (Sub-section 330.5) to allow a portion of an addition to a retail hardware store to be located in the R-4 portion of a site in a C-2-A and R-4 District at premises 1115 Pennsylvania Avenue, S.E., (Square 994, Lot 37).

HEARING DATE: October 9, 1991
DECISION DATE: October 9, 1991 (Bench Decision)

SUMMARY ORDER

The Board duly provided timely notice of public hearing on this application, by publication in the D.C. Register, and by mail to Advisory Neighborhood (ANC) 6B and to owners of property within 200 feet of the site.

The site of the application is located within the jurisdiction of Advisory Neighborhood Commission (ANC) 6B. ANC 6B, which is automatically a party to the application, filed a written statement of issues and concerns in support of the application.

As directed by 11 DCMR 3324.2, the Board has required the applicant to satisfy the burden of proving the elements which are necessary to establish the case for a special exception pursuant to 11 DCMR 215, and a variance from the strict application of the requirements of 11 DCMR 330.5. No person or entity appeared at the public hearing in opposition to the application or otherwise requested to participate as a party in opposition to this proceeding. Accordingly, a decision by the Board to grant this application would not be adverse to any party.

Based upon the record before the Board, the Board concludes that the applicant has met the burden of proof, pursuant to 11 DCMR 3108 and 3107, and that the requested relief can be granted as in harmony with the general purpose and intent of the Zoning Regulations and Map and will not tend to affect adversely the use of neighboring property in accordance with said Zoning Regulations and Map. It is therefore ORDERED that the application is GRANTED, SUBJECT to the following CONDITIONS:

1. Approval shall be for a period of FIVE (5) YEARS.
2. Construction shall be in accordance with the plans marked as Exhibit No. 5 and amended by Exhibit Nos. 18B and 26 of the record. All areas devoted to driveways, access

lanes, and parking areas shall be maintained with a paving of material forming an all-weather impervious surface.

3. Bumper stops shall be erected and maintained for the protection of all adjoining buildings.
4. No vehicle or any part thereof shall be permitted to project over any lot or building line or on or over the public space.
5. All parts of the lot shall be kept free of refuse or debris and be paved or landscaped. Landscaping shall be maintained in a healthy growing condition and in a neat and orderly appearance. A four (4) foot high evergreen hedge shall be installed and maintained along the perimeter of the abutting residential properties.
6. No other use shall be conducted from or upon the premises and no structure other than an attendant's shelter shall be erected or used upon the premises unless such use or structure is otherwise permitted in the zoning district in which the parking lot is located.
7. To facilitate traffic circulation and pedestrian safety, the vehicular access to the parking lot from Pennsylvania Avenue shall be designated as the "ENTRANCE" only and the vehicular access from 11th Street shall be designated for "EXIT" only.
8. All lighting shall be non-glare and directed to the surface of the parking lot. In the absence of measures restricting access to the parking area at night, the applicant shall provide adequate lighting through-out the night.
9. The parking lot shall be accessible to emergency vehicles at all times.
10. The parking lot shall be secured and keys shall be made available to neighboring property owners and residents to allow their use of the lot after business hours.
11. The applicant shall make security arrangements for the parking lot. These arrangements shall be acceptable to both the Metropolitan Police Department and the D.C. Fire and Emergency Medical Services Department and shall be made to ensure protection and essential services to the adjoining properties. This may include restrictions related to access and use of the parking lot at night.

APPLICATION NO. 15557
PAGE NO. 3

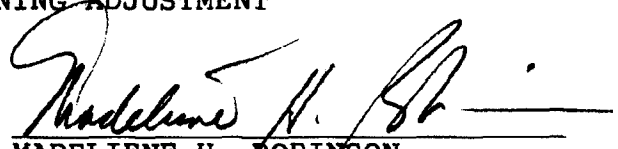
12. The applicant shall provide a customer service pick-up area in front of the store.

Pursuant to 11 DCMR 3301.1, the Board has determined to waive the requirement of 11 DCMR 3331.3 that the Order of the Board be accompanied by findings of fact and conclusions of law. The waiver will not prejudice the rights of any party, and is not prohibited by law.

VOTE: 4-0 (Paula L. Jewell, Sheri M. Pruitt, Charles R. Norris and Carrie L. Thornhill to grant).

BY ORDER OF THE D.C. BOARD OF ZONING ADJUSTMENT

ATTESTED BY:


MADELIENE H. ROBINSON
Acting Director

FINAL DATE OF ORDER: NOV 19 1987

PURSUANT TO D.C. CODE SEC. 1-2531 (1987), SECTION 267 OF D.C. LAW 2-38, THE HUMAN RIGHTS ACT OF 1977, THE APPLICANT IS REQUIRED TO COMPLY FULLY WITH THE PROVISIONS OF D.C. LAW 2-38, AS AMENDED, CODIFIED AS D.C. CODE, TITLE 1, CHAPTER 25 (1987), AND THIS ORDER IS CONDITIONED UPON FULL COMPLIANCE WITH THOSE PROVISIONS. THE FAILURE OR REFUSAL OF APPLICANT TO COMPLY WITH ANY PROVISIONS OF D.C. LAW 2-38, AS AMENDED, SHALL BE A PROPER BASIS FOR THE REVOCATION OF THIS ORDER.

UNDER 11 DCMR 3103.1, "NO DECISION OR ORDER OF THE BOARD SHALL TAKE EFFECT UNTIL TEN DAYS AFTER HAVING BECOME FINAL PURSUANT TO THE SUPPLEMENTAL RULES OF PRACTICE AND PROCEDURE BEFORE THE BOARD OF ZONING ADJUSTMENT."

THIS ORDER OF THE BOARD IS VALID FOR A PERIOD OF SIX MONTHS AFTER THE EFFECTIVE DATE OF THIS ORDER, UNLESS WITHIN SUCH PERIOD AN APPLICATION FOR A BUILDING PERMIT OR CERTIFICATE OF OCCUPANCY IS FILED WITH THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

ord15557/LJP

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT



APPLICATION/APPEAL NO. 15557

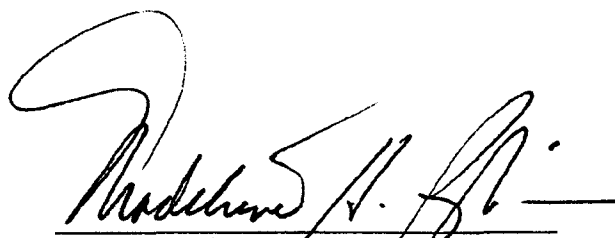
As Acting Director of the Board of Zoning Adjustment, I hereby certify and attest to the fact that a copy of the Order in this application/appeal dated NOV 19 1991 has been mailed postage prepaid to each party who appeared and participated in the public hearing concerning this matter, and who is listed below:

Jacques B. DePuy, Esquire
Stohlman, Beuchert, Egan & Smith
436 Penn. Ave., N.W., Ste. 400
Wash, D.C. 20006

Eric Colbert
436 M Street, N.W.
Wash, D.C. 20001

John P. Weintraub
409 4th Street, S.E.
Wash, D.C. 20003

Karen Walker, Chairperson
Advisory Neighborhood Commission 6-B
921 Pennsylvania Avenue, S.E., #108
Washington, D.C. 20003


MADELIENE H. ROBINSON
Acting Director

DATE: NOV 19 1991

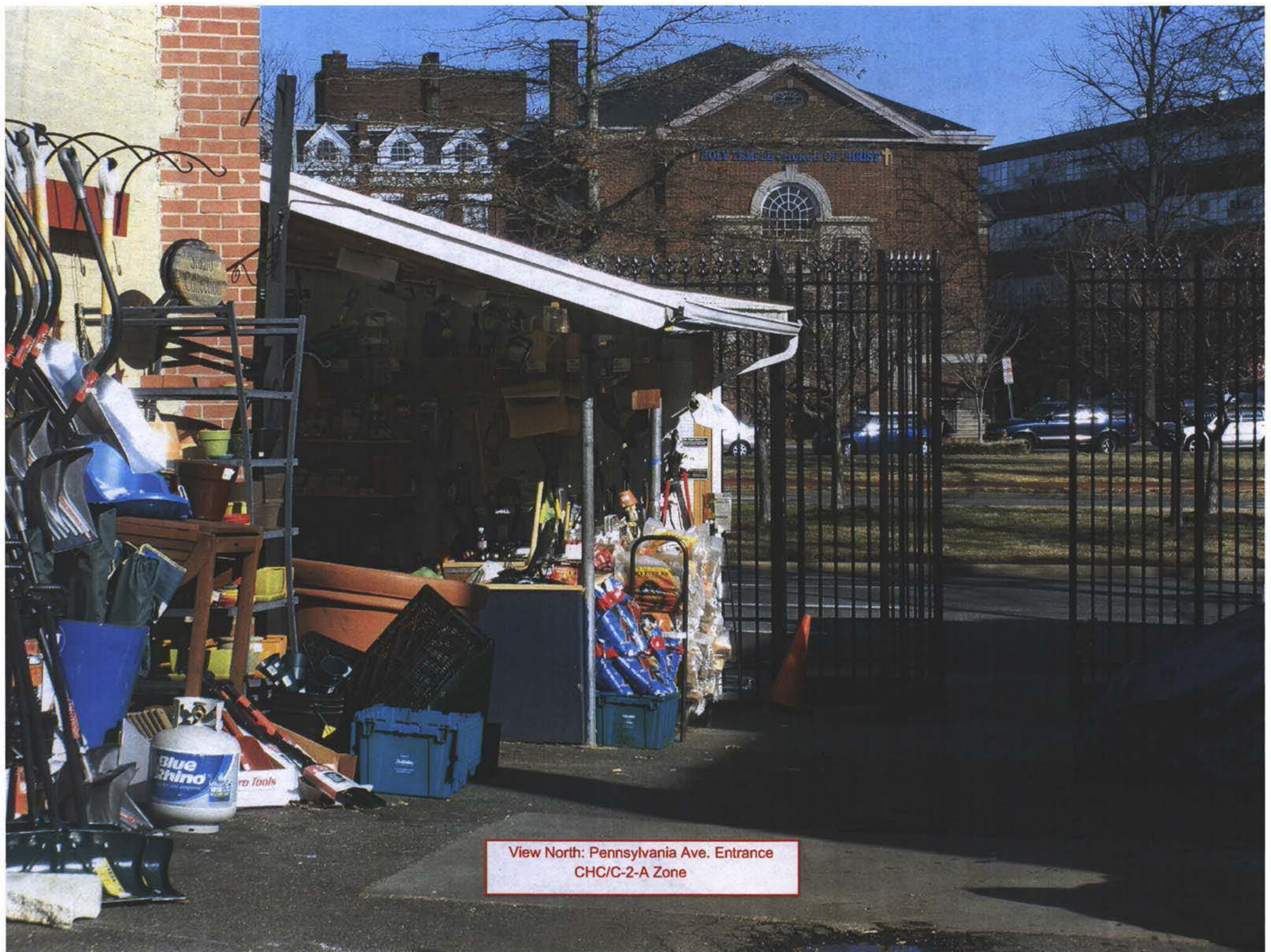
EXHIBIT D



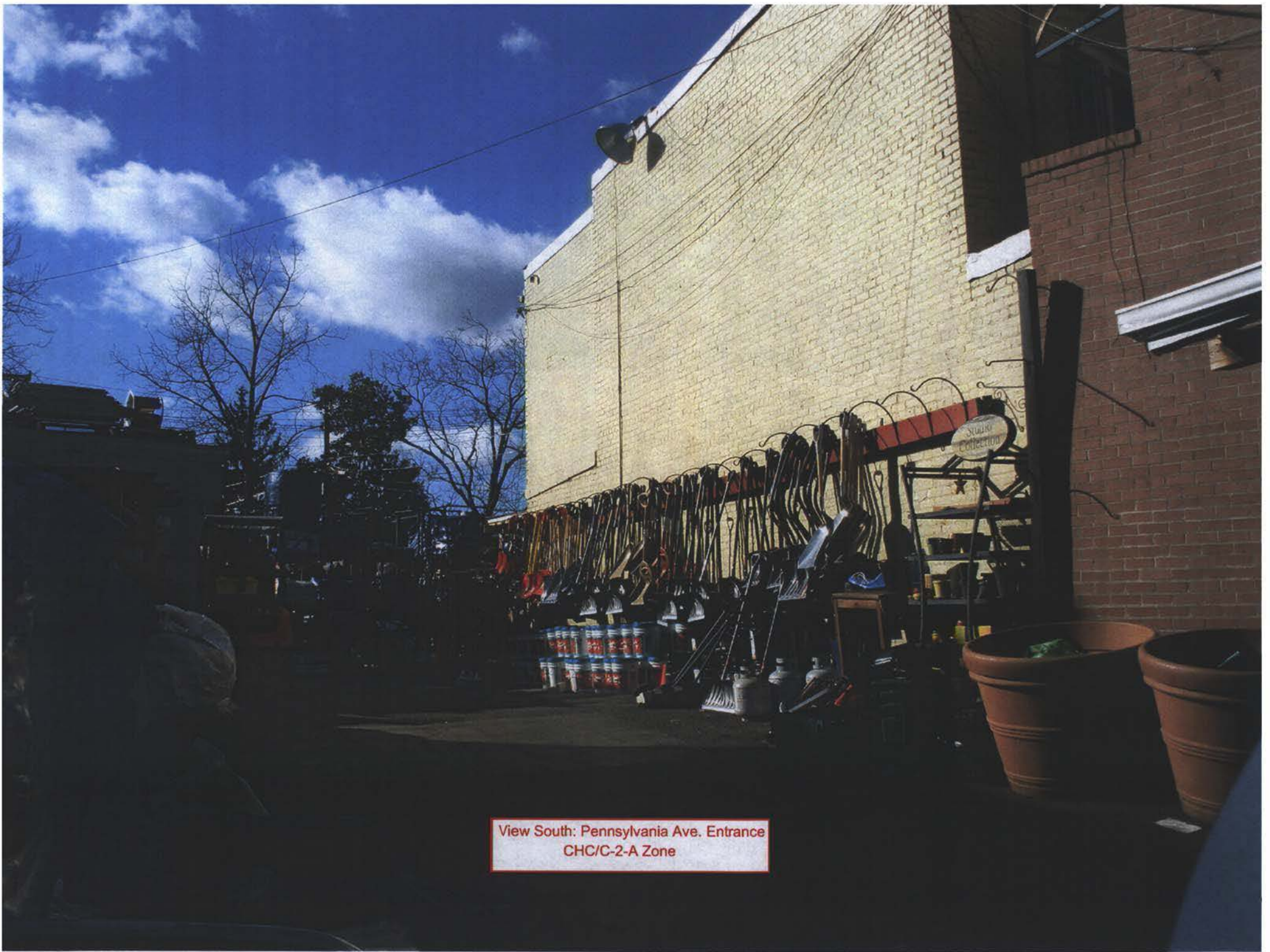
View from Pennsylvania Avenue, S.E.



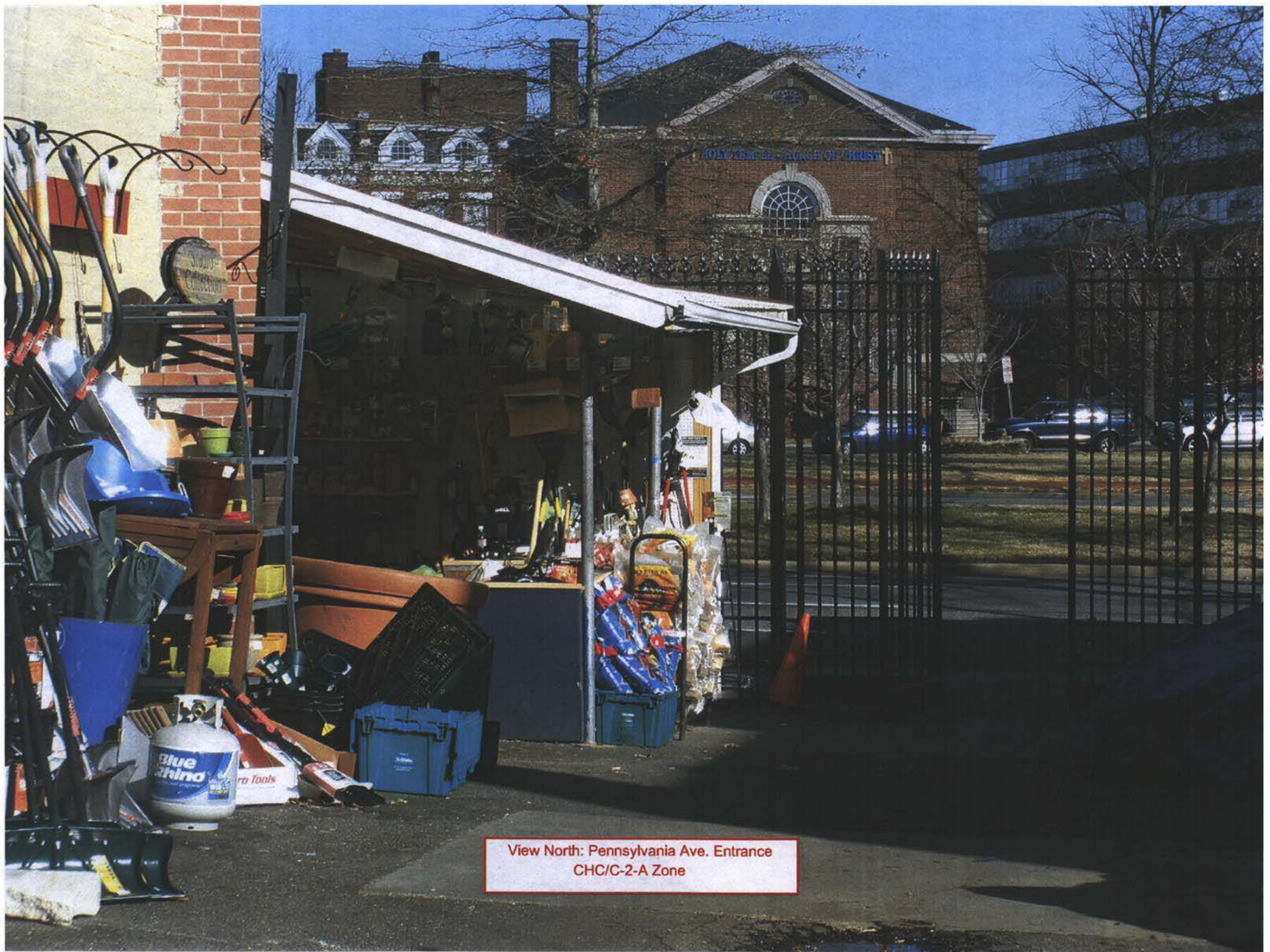
Pennsylvania Ave. Entrance
CHC/C-2-A Zone



View North: Pennsylvania Ave. Entrance
CHC/C-2-A Zone



View South: Pennsylvania Ave. Entrance
CHC/C-2-A Zone



View North: Pennsylvania Ave. Entrance
CHC/C-2-A Zone



View South: Pennsylvania Ave. Entrance
CHC/C-2-A Zone



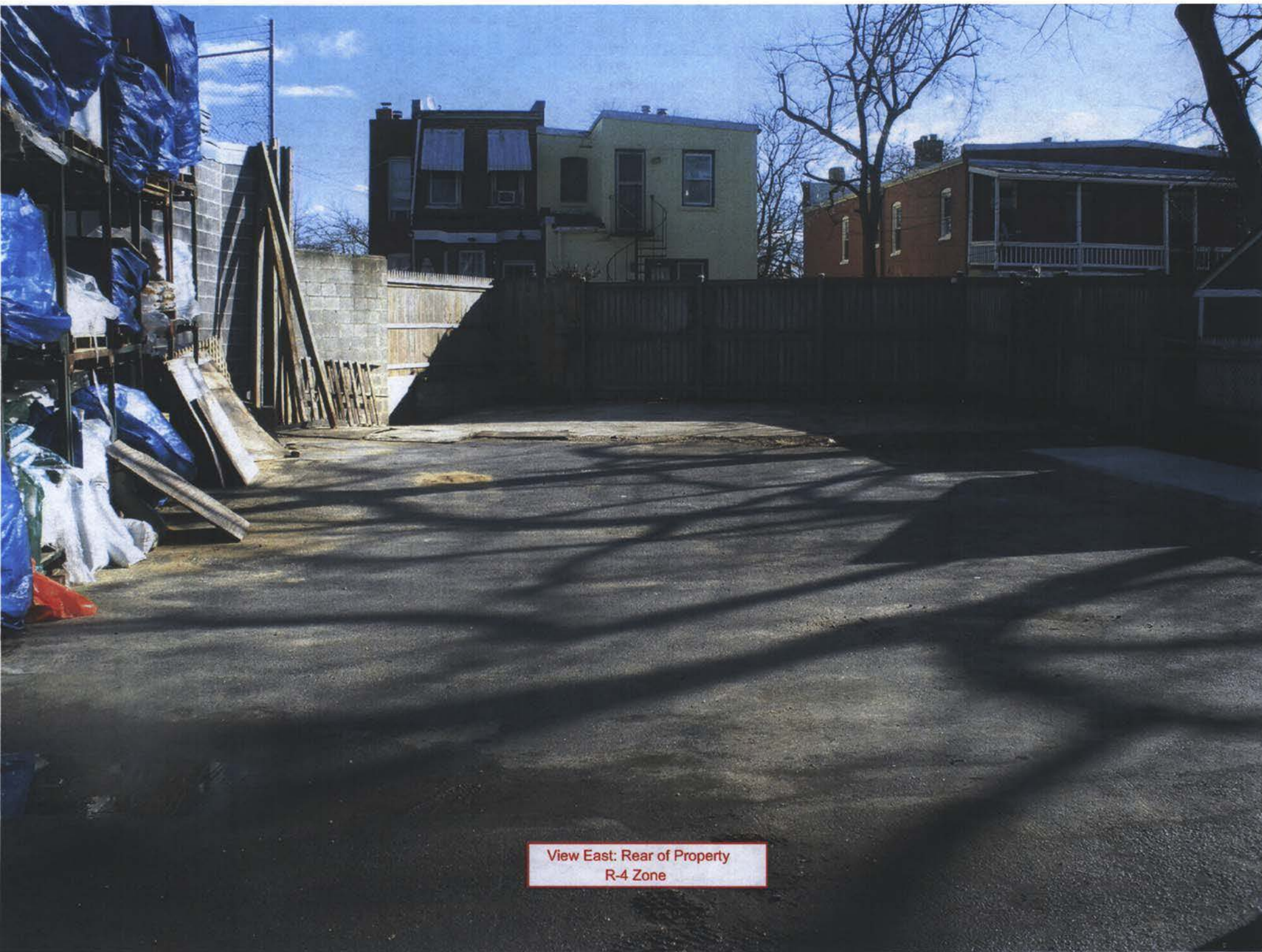


View West: Private Alley
R-4 Zone



Private Alley

View South: Rear of Property
R-4 Zone



View East: Rear of Property
R-4 Zone



View North: Rear of Property
R-4 Zone



View North: Rear of Property
R-4 Zone

EXHIBIT E

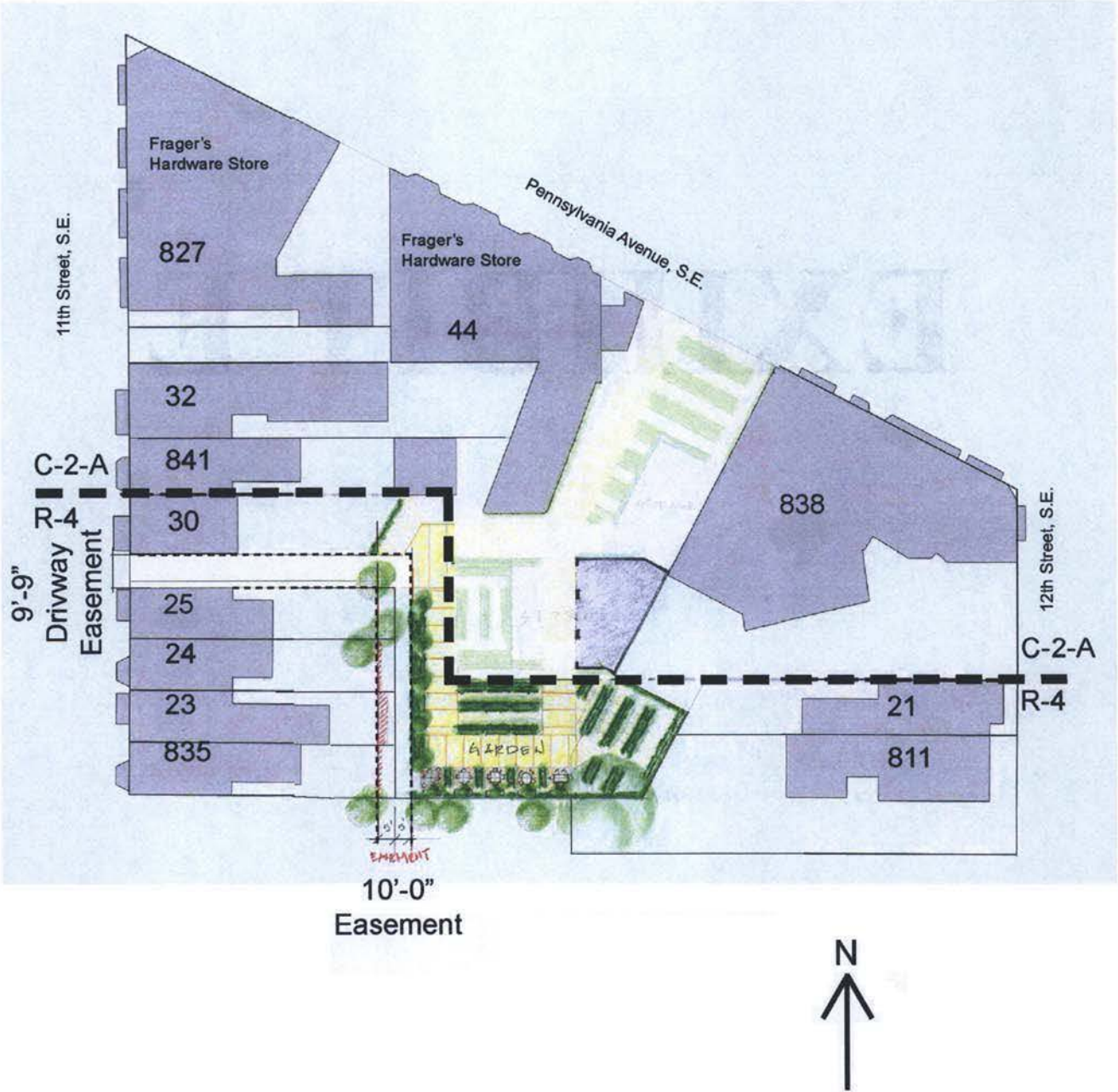
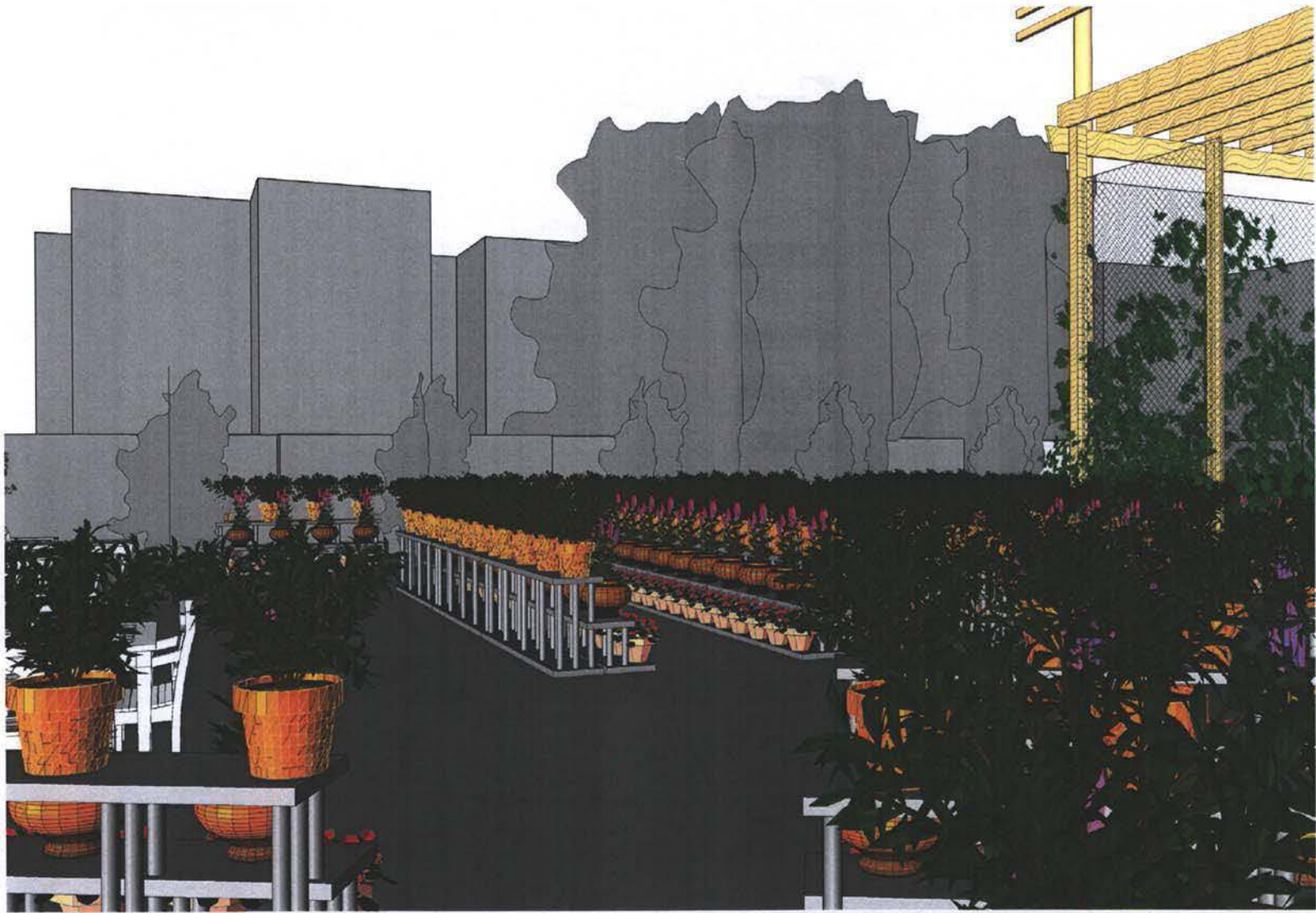


EXHIBIT F



① 3D View 3



① 3D View 5



① 3D View 2



① 3D View_aerial 3

EXHIBIT G

**AGREEMENT REGARDING BOARD OF ZONING ADJUSTMENT
APPLICATION NUMBER 18352
PERTAINING TO FRAGER'S HARDWARE STORE**

THIS AGREEMENT REGARDING BOARD OF ZONING ADJUSTMENT APPLICATION NUMBER 18352 PERTAINING TO FRAGER'S HARDWARE STORE ("Agreement") is made and entered into as of the 30th day of April, 2012 ("Effective Date") by and among (A) CWC, Inc. ("CWC"), the owner of the improved property known as Lot 44 in Square 994 ("CWC Property") and business owner and operator of Frager's Hardware Store ("Frager's") and (B) the following homeowners or tenants of abutting or nearby properties: (i) Keith and Emily Murphy, owners of the property at 516 11th Street, S.E., (ii) Nancy W. Merritt, owner of the property at 512 11th Street, S.E., (iii) Steve Dunn, owner of WDC Events, LLC, property at 510 11th Street, S.E. (Mailing Address: 513 Morse Street, N.E.), (iv) Warren K. Clayton and Kathleen Donahue, owners of the property at 522 11th Street, S.E., (v) Jason Williams, owner of the property at 514 11th Street, S.E., (vi) Angelique Brunner, owner of the property at 520 11th Street, S.E., (vii) Anthony Faiola, owner of the property at 518 11th Street, S.E., (viii) Thomas and Lisa Greaves, owners of the property at 524 11th Street, S.E., (ix) Sheila Fleishell, owner of the property at 505 12th Street, S.E., and (x) Veronica B. Holt, owner of the property at 507 12th Street, S.E. (collectively, "Neighbors")(CWC and the Neighbors are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, CWC and Mahmoud Abd-alla, Trustee ("Trustee"), the owner of the improved property known as Lot 838 in Square 994 ("Trustee Property") (sometimes individually referred to herein as an "Applicant" and collectively referred to herein as the "Applicants") filed Application Number 18352 ("BZA Application") with the Board of Zoning Adjustment ("BZA") on January 27, 2012;

WHEREAS, CWC and the Neighbors have met to discuss the BZA Application and various issues and concerns of the Neighbors regarding the business activities of Frager's;

WHEREAS, CWC has, at the request of the Neighbors, agreed to undertake (or refrain from undertaking) certain activities on or with respect to the CWC Property and the R-4 Portion of Trustee Property (as defined below);

WHEREAS, the Neighbors, in consideration for the covenants of and agreements by CWC set forth in this Agreement, have agreed to support the BZA Application; and

WHEREAS, the Parties desire to set forth and memorialize their agreements, covenants and undertakings in this Agreement.

W I T N E S S E T H

In consideration of the covenants, agreements and undertaking set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, CWC and the Neighbors agree as follows:

1. **Use of Private Driveway.** CWC covenants and agrees that it will refrain from using, and will not use or permit the use of, that portion of a certain private easement area, which consists of a paved area of the Property that is approximately ten (10) feet in width and eighty (80) feet in length and which is depicted on Exhibit "A" ("Private Driveway"), by any motorized vehicles (including automobiles, trucks, forklifts and similar equipment)("Motor Vehicles") for any commercial or business purposes related to Frager's. The Parties agree that the Private Driveway may only be used by pedestrians and non-motorized hand carts (i.e., foot traffic, including employees of Frager's) and in no case may be used for commercial trash removal or deliveries of any kind. Notwithstanding the foregoing and unless otherwise directed by an order, rule or regulation of an agency of the Government of the District of Columbia, CWC may use the Private Driveway (A) for the construction, repair, maintenance or replacement of utility lines or service or construction of any improvements or structures or any other commercial purposes for use by Motor Vehicles up to (but no more than) twelve (12) times annually, provided that (i) advance notice of such intended use is given to the Benefitted Residential Parties (as defined below) at least forty-eight (48) hours in advance, (ii) the Benefitted Residential Parties agree to such intended use (in person or by email, phone or other means) and (iii) each such use shall be of a duration of no longer than one day, or (B) without prior notice to or agreement by the Benefitted Residential Parties, in the event of an Emergency Situation (as such term is defined below). To implement and effectuate the foregoing, the Private Driveway shall remain gated at 11th Street and such gate shall remain locked, provided however that the four (4) residential owners whose properties are benefitted by a certain right of way described in a deed dated August 20, 1915 and recorded on August 24, 1915 as Instrument No. 36 in Liber 3811 at Folio 435 ("Private Driveway Easement") (the four residential owners sometimes collectively referred to herein as "Benefitted Residential Parties") shall be provided by CWC with keys or a combination to any locks on such gate and CWC shall maintain (and replace when necessary) the gate and locks. CWC acknowledges and agrees that it has no claim or right, and will refrain from asserting any claim or right, to the land located under the supporting poles for such gate by adverse possession or otherwise. Notwithstanding anything to the contrary set forth in this Section 1 or elsewhere in the Agreement, CWC and the Benefitted Residential Parties acknowledge and agree that the Benefitted Residential Parties shall have all the rights and privileges set forth in the Private Driveway Easement, that nothing in this Agreement shall be deemed to limit any rights and privileges set forth in the Private Driveway Easement and that the Benefitted Residential Parties may use the Private Driveway at all times for any reason consistent with their easement rights. An "**Emergency Situation**" means a situation substantially impairing or likely to substantially impair the structural support of a building or causing or likely to cause bodily injury or death to natural persons or substantial physical damage to a building or any property in, on, under, within, upon or about a building or a situation which disrupts or interferes in a material, significant and adverse manner with the quiet enjoyment of or use by an owner of its property (including, by way of example only, major water

leaks or power failures or interruptions) and other similar situations or conditions that pose a hazard to property, health or safety of a Party.

2. **Head-Set Communication Devices.** As soon as practicable subsequent to the Effective Date (but in no event later than thirty (30) days from the Effective Date), Frager's will (a) provide all employees who are engaged in activities out-of-doors with head-set communication devices that are identical or substantially similar to the head-set communication devices depicted on Exhibit "B" ("Head-set Communication Devices") and (b) require all employees who are engaged in activities out-of-doors to wear and use the Head-set Communication Devices at all times. The Head-Set Communication Devices shall be used for the purpose of all out-of-doors verbal communications among or between any Frager's employees and other employees or supervisors who are located indoors, but shall not be required for verbal communications that are conducted by human voice in the normal course (i.e., without means of amplification).

3. **Restrictions on Use of R-4 Portion of Trustee Property.** CWC agrees to deliver to Trustee an executed copy of this Agreement and to use the R-4 portion of the Trustee Property in the same manner that it uses the rear portion of Lot 44 and strictly in accordance with the terms of this Agreement. CWC as Applicant will also request and urge the BZA to impose a condition on the use of the R-4 portion of the Trustee Property that limits such use to the uses permitted by the BZA on the R-4 portion of Lot 44. CWC as Applicant will also recommend to the Office of Planning and to Advisory Neighborhood Commission 6-B that they each request and urge the BZA to impose the condition described above. CWC covenants and agrees that it will refrain from allowing the use of, and will not use or permit the use of, Lot 44 for access to the rear portion of Lot 838 by the owner of Lot 838.

4. **Restrictions on Use Along Fence Line Between Lots 833 (524 11th Street, S.E.) and 44 (CWC Property).** With respect to the southernmost portion of the CWC Property immediately adjacent to Lot 833, CWC agrees as follows: (a) not to place, stack or store merchandise or other display or sale items ("Sale Items") against the fence of Lot 833; (b) not to place, stack or store Sale Items within ten (10) feet of Lot 833 that exceed the height of the fence line in existence as of the date hereof; and (c) not to construct or install temporary or permanent structures along the fence of Lot 833 that exceed the height of the fence line in existence as of the date hereof unless such structures are or consist of a type of screen or non-opaque material, in which event such structures may exceed such fence line by up to five (5) feet.

5. **Support of BZA Application by Neighbors.** The Neighbors agree to support the BZA Application and to use good faith efforts to obtain support or preclude opposition to the BZA Application by other persons who live in the immediate area of the Property (whether as homeowners or tenants). Such support by Neighbors shall include the following: (a) as soon as practicable subsequent to the Effective Date (but in no event later than fifteen (15) days from the Effective Date), the Neighbors will sign and send a letter substantially similar to the letter attached as Exhibit "C" to the Board of Zoning Adjustment, with copies thereof to the agencies, persons or entities listed on Exhibit "C", and (b) take such other actions as are reasonably necessary to evidence support for the BZA Application as requested by CWC. The Parties agree that none of the Neighbors will be required to attend the public hearing of the Board of Zoning Adjustment pertaining to the BZA Application (currently scheduled for May 22, 2012)("BZA

Public Hearing”), unless significant opposition to the BZA Application is anticipated by CWC as Applicant, in which event the Neighbors agree that at least one of the Neighbors will appear at the BZA Public Hearing and will testify in support of the BZA Application. Any support of the BZA Application by the Neighbors may reference and be conditioned on the terms set forth in this Agreement and may request that the BZA impose such conditions as are reasonable and necessary to effectuate the covenants and agreements set forth in this Agreement that pertain to the use of the Private Driveway, use by Frager’s employees of Head-set Communication Devices and the restrictions on the use of the R-4 portions of the CWC Property and Trustee Property.

6. Use of R-4 Portion of Property by Frager’s Prior to BZA Public Hearing.

The Neighbors agree that CWC may use the R-4 portions of the CWC Property and the Trustee Property (“R-4 Portions”) prior to the BZA Public Hearing for the uses and purposes depicted on the plans and drawings depicted on Exhibit “D”. The Parties acknowledge and agree that the uses and purposes depicted on Exhibit “D” are representational in nature and that CWC may use the R-4 Portions for uses and purposes that are substantially similar to or of like kind with the uses and purposes depicted on Exhibit “D”; provided, however, that in no event shall CWC be allowed to construct any storage racks or similar above-ground storage facilities or other improvements or structures in the R-4 Portions prior to the BZA Public Hearing. The Neighbors agree to refrain from seeking or requesting, and will not seek or request nor ask any person to seek or request, any zoning or other enforcement action by any governmental authority with respect to the R-4 Portions prior to the BZA Public Hearing. Notwithstanding the foregoing, CWC agrees to assume all risks, liabilities and obligations that may be assessed or incurred as a result of the uses described above in this Section 6 including, but not limited to, any fines or penalties imposed by any agency of the government of the District of Columbia.

7. Mediation. In the event a dispute arises with respect to the construction of this Agreement or the alleged failure of any Party hereto to comply with any of its material terms, the Parties agree that no lawsuit or any other form of legal proceeding will be initiated to adjudicate the Parties rights’ and obligations or any alleged breach thereof without first engaging in extrajudicial mediation to endeavor to resolve the dispute. If a Party hereto initiates a legal proceeding without first attempting to mediate, any other Party hereto shall be entitled to seek dismissal of such proceeding and shall be entitled to an award of its attorneys’ fees in procuring the dismissal, if successful in doing so. If any Party hereto refuses to take part in mediation as required hereinafter, any other Party may file suit to compel such participation and, if mediation is ordered by the court, shall be entitled to an award of attorneys fees incurred in pursuing such legal action.

7.1 To invoke this mediation requirement, any Party desiring mediation shall notify the other Parties hereto by Notice (pursuant to the terms of Section 8 below) and shall provide a short, plain statement therein of the matter or issue for which mediation is being sought. The other Parties shall have seven (7) calendar days from the mailing of such Notice or five (5) calendar days from hand delivery to confirm by return, first class mail to the address provided that they have received the Notice. In said return notice, the confirming Party shall also identify any other matter or matters he or she wishes to be mediated and such matter or matters will be mediated as well in the same mediation as that invoked in the Notice.

7.2 The Parties agree that mediation shall be conducted through the American Arbitration Association (“the AAA”), subject to its mediation rules, unless they agree herein that another mediation service or mediator (“the Alternate”) may be employed, as provided. The Party invoking mediation through the Notice may select, in lieu of the AAA, the alternate service or mediator identified herein, in which event that Party shall indicate in the Notice that the Alternate is being selected in lieu of the AAA.

7.3 The Parties agree that all costs of mediation shall be shared equally and, in the event the AAA or the Alternate requires an up front deposit, each Party shall promptly forward to the mediator its proportionate share. If the mediator requires a single payment from one source, each Party shall send its proportionate share of the cost to the Party invoking mediation who will be charged with the duty to remit the required payment to the mediator.

7.4 The Parties agree to mediate the issues subject to be mediated in good faith and to respond expeditiously to any requests or inquiries of the mediator, including proposed dates for holding mediation sessions.

7.5 If mediation is successful, the resolution or agreement arising therefrom shall be reduced to writing and signed by the Parties and enforceable as a contract in any District of Columbia court with jurisdiction over the same.

7.6 If mediation is unsuccessful after a good faith effort to resolve matters at issue, any of the Parties may initiate legal action or seek relief in any court or forum in the District of Columbia with jurisdiction to grant the relief sought.

8. Notices.

8.1 Delivery Method. Any notice, demand, election or other communication (hereafter in this Section 8 collectively referred to as “Notices” and singly referred to as a “Notice”) which a Party shall desire or be required to give pursuant to the provisions of this Agreement shall be in writing and shall be delivered personally, or by overnight courier service or sent by certified mail, return receipt requested to the address set forth in Section 8.2 below. Any Notice given by (i) personal delivery, (ii) a recognized overnight national courier service, or (iii) certified mail, return receipt requested, shall be deemed to have been given and received upon receipt; provided, however, that (a) nothing herein shall limit the right to give Notices by any other means, all of which shall be effective upon receipt, and (b) confirmation by the courier delivering any notice given pursuant to clause (ii) shall be conclusive evidence of receipt of such Notice. Each Party agrees that it shall not refuse or reject delivery of any Notice given hereunder, that it will acknowledge, in writing, receipt of the same upon request and that any Notice rejected or refused by a Party will be deemed for all purposes of this Agreement to have been received by the rejecting Party on the date so refused or rejected. Notices to a Party shall be addressed to such Party at such address as such Party may from time to time designate by written notice to the other Party given pursuant to the provisions of this Section 8.

8.2 Addresses. As of the Effective Date, notices shall be sent to the following addresses, subject to the requirements of this Section 8.

CWC, Inc.
c/o Frager's Hardware Store
1113-1117 Pennsylvania Avenue, S.E.
Washington, D.C. 20003

Keith and Emily Murphy
516 11th Street, S.E.
Washington, D.C. 20003

Nancy W. Merritt
512 11th Street, S.E.
Washington, D.C. 20003

Steve Dunn/WDC Events, LLC
510 11th Street, S.E.
Washington, D.C. 20003

Warren K. Clayton and Kathleen Donahue
522 11th Street, S.E.
Washington, D.C. 20003

Jason Williams
514 11th Street, S.E.
Washington, D.C. 20003

Angelique Brunner
520 11th Street, S.E.
Washington, D.C. 20003

Anthony Faiola
518 11th Street, S.E.
Washington, D.C. 20003

Thomas and Lisa Greaves
524 11th Street, S.E.
Washington, D.C. 20003

Sheila Fleishell
505 12th Street, S.E.
Washington, D.C. 20003

and

Veronica B. Holt
507 12th Street, S.E.
Washington, D.C. 20003

9. **Approvals.** Except as otherwise specifically provided in this Agreement, no approval, consent or waiver by any Party shall be effective unless in writing. Whenever an approval or consent is required hereunder, the Party whose approval or consent is required shall not unreasonably withhold, delay or condition such approval or consent. Whenever an approval or consent by the Neighbors or the Benefitted Residential Parties is required, such approval or consent shall be provided or undertaken by a majority vote of the Neighbors or the Benefitted Residential Parties, as the case may be. In the event some of the persons or entities who are listed as "Neighbors" above and below in this Agreement execute this Agreement but other persons or entities who are also listed as "Neighbors" fail or refuse to sign this Agreement, the persons who execute this Agreement shall be deemed to be the Neighbors for purposes of approvals or consents and all other purposes herein and such Neighbors shall have all the rights and privileges set forth in this Agreement and those persons or entities who fail or refuse to execute this Agreement shall have no such rights or privileges hereunder.

10. **Successors and Assigns; Termination.** This Agreement shall be binding on each Party and its successors, assigns, heirs and personal representatives including, but not limited to, any future owner of the CWC Property or any property within Square 994 owned by any of the Neighbors ("Successors and Assigns"). In the event of the conveyance of its property by any Party, the successor or assignee of such Party shall be substituted for the Party listed above in this Agreement and shall enjoy the rights and benefits of, and be burdened by the agreements and liabilities of, this Agreement. Notwithstanding the foregoing, this Agreement shall no longer be binding on the Parties or their Successors and Assigns, and this Agreement shall terminate and be of no force and effect, upon the earliest to occur of the following: (i) the disapproval by the BZA of the BZA Application (ii) the termination or expiration of any Order of the BZA approving the BZA Application ("BZA Order") or (iii) the abandonment of the use authorized by the BZA Order; provided, however, that the abandonment of the use of the R-4 Portion of Trustee Property only, without an abandonment of the use of the R-4 portion of the CWC Property, shall not result in a termination of this Agreement.

11. **Governing Law; No Recordation of Agreement.** This Agreement shall be governed pursuant to the laws of the District of Columbia. The Parties agree that this Agreement shall not be recorded among the land records of the District of Columbia.

12. **Counterparts.** This Agreement may be executed in counterparts but each such fully executed counterpart shall constitute one and the same Agreement.

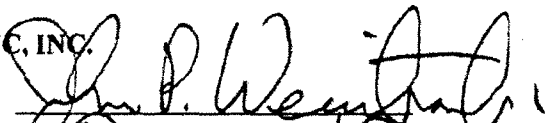
439281v10

IN WITNESS WHEREOF, the Parties, intending to be bound by the terms and conditions of this Agreement, have executed this Agreement as of the Effective Date.

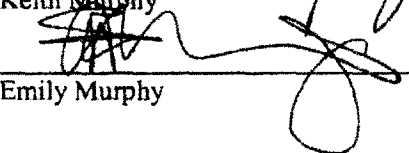
CWC, INC.

By:

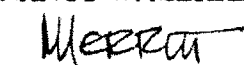
Its:


Owner / President

KEITH AND EMILY MURPHY


Keith Murphy

Emily Murphy

NANCY W. MERRITT



STEVE DUNN/WDC EVENTS, LLC

By: _____

Its: _____

**WARREN K. CLAYTON AND
KATHLEEN DONAHUE**

Warren K. Clayton

Kathleen Donahue

JASON WILLIAMS

ANGELIQUE BRUNNER

IN WITNESS WHEREOF, the Parties, intending to be bound by the terms and conditions of this Agreement, have executed this Agreement as of the Effective Date.

CWC, INC.

By: _____
Its: _____

KEITH AND EMILY MURPHY

Keith Murphy

Emily Murphy

NANCY W. MERRITT

STEVE DUNN/WDC EVENTS, LLC

By:  _____
Its: President

WARREN K. CLAYTON AND
KATHLEEN DONAHUE

Warren K. Clayton

Kathleen Donahue

JASON WILLIAMS

ANGELIQUE BRUNNER

IN WITNESS WHEREOF, the Parties, intending to be bound by the terms and conditions of this Agreement, have executed this Agreement as of the Effective Date.

CWC, INC.

By: _____

Its: _____

KEITH AND EMILY MURPHY

Keith Murphy

Emily Murphy

NANCY W. MERRITT

STEVE DUNN/WDC EVENTS, LLC

By: _____

Its: _____

**WARREN K. CLAYTON AND
KATHLEEN DONAHUE**

Warren K. Clayton

Kathleen Donahue

JASON WILLIAMS

ANGELIQUE BRUNNER

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CWC, INC.

By: _____

Its: _____

KEITH AND EMILY MURPHY

Keith Murphy

Emily Murphy

NANCY W. MERRITT

STEVE DUNN/WDC EVENTS, LLC

By: _____

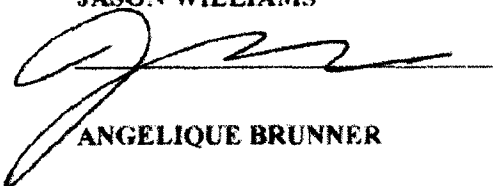
Its: _____

**WARREN K. CLAYTON AND
KATHLEEN DONAHUE**

Warren K. Clayton

Kathleen Donahue

JASON WILLIAMS



ANGELIQUE BRUNNER

IN WITNESS WHEREOF, the Parties, intending to be bound by the terms and conditions of this Agreement, have executed this Agreement as of the Effective Date.

CWC, INC.

By: _____

Its: _____

KEITH AND EMILY MURPHY

Keith Murphy

Emily Murphy

NANCY W. MERRITT

STEVE DUNN/WDC EVENTS, LLC

By: _____

Its: _____

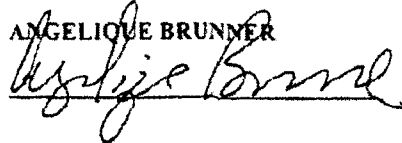
**WARREN K. CLAYTON AND
KATHLEEN DONAHUE**

Warren K. Clayton

Kathleen Donahue

JASON WILLIAMS

ANGELIQUE BRUNNER



ANTHONY FAIOLA

A handwritten signature in black ink, appearing to read 'Anthony Faiola', written over a horizontal line.

THOMAS AND LISA GREAVES

Thomas Greaves

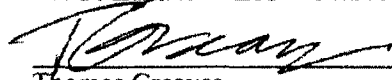
Lisa Greaves

SHEILA FLEISHELL

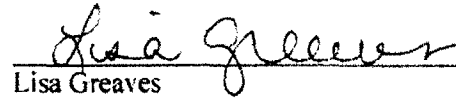
VERONICA B. HOLT

ANTHONY FAIOLA

THOMAS AND LISA GREAVES



Thomas Greaves



Lisa Greaves

SHEILA FLEISHELL

VERONICA B. HOLT

ANTHONY FAIOLA

THOMAS AND LISA GREAVES

Thomas Greaves

Lisa Greaves

SHEILA FLEISHELL

Sheila Fleishell

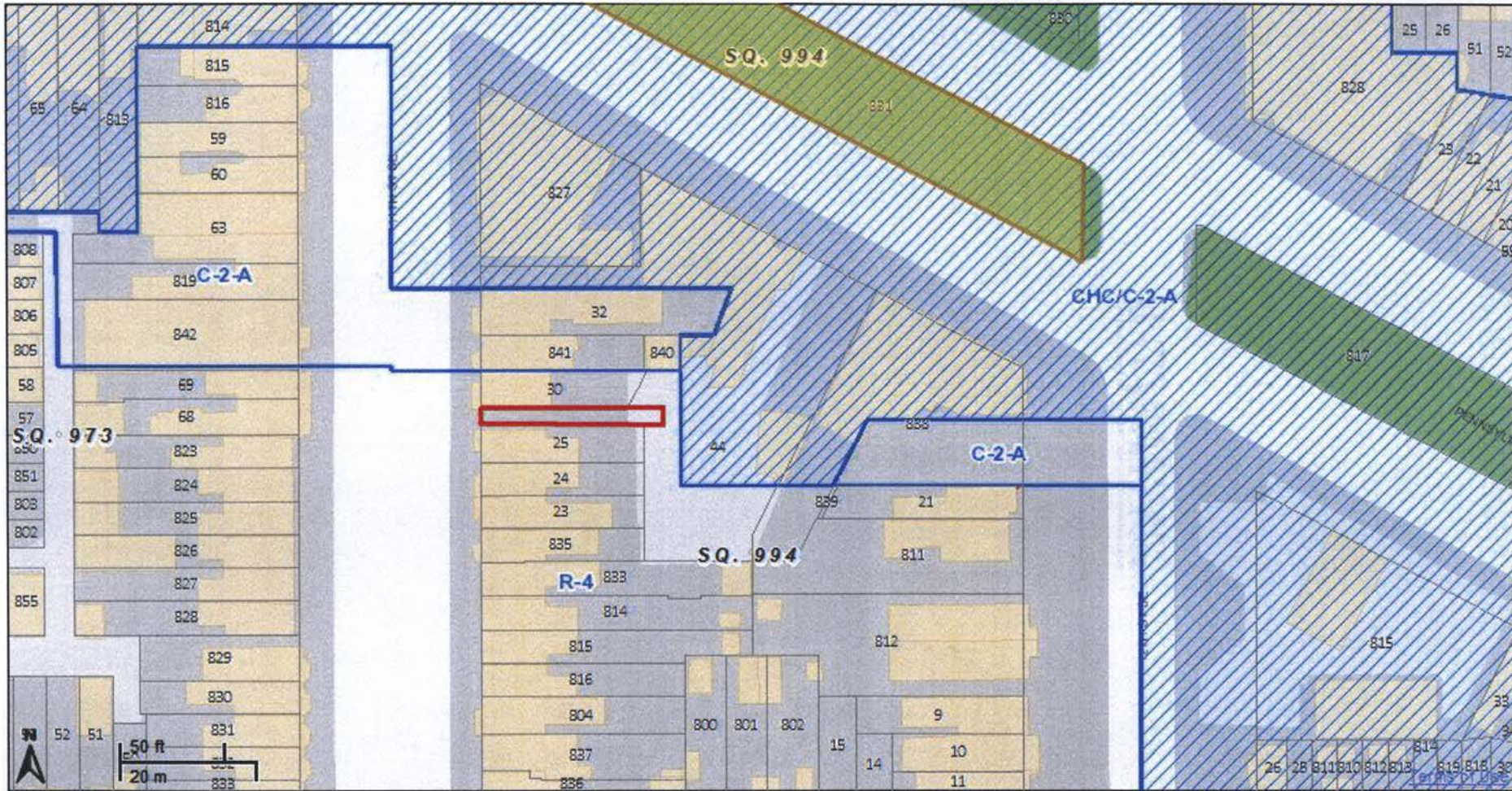
VERONICA B. HOLT

V B Holt

EXHIBIT A



District of Columbia Office of Zoning
EXTRACT OF THE DISTRICT OF COLUMBIA ZONING MAP
January 25, 2012



**Zoning
Layers**

- | | | |
|--------------------|--------------|-----------------|
| Zone Districts | CEA | Pending PUDs |
| Histoic Districts | Campus Plans | PUDs |
| Overlays Districts | TDRs | Air Rights Zone |

To certify zoning on any property in order to satisfy a legal requirement, contact the Office of Zoning at (202) 727-6311.

Outlined in Red = Portion of Easement Area

EXHIBIT B



EXHIBIT C

April 30, 2012

Lloyd Jordan
Chairperson
Board of Zoning Adjustment
441 Fourth Street, N.W.
Suite 210
Washington, D.C. 20001

Re: Letter of Support for B.Z.A. Application Number 18352 regarding Frager's Hardware Store at 1123 Pennsylvania Avenue, S.E. (Lots 44 and 838, Square 994) from Neighbors

Dear Chairperson Jordan:

We are homeowners whose properties abut or are in close proximity to Frager's Hardware Store. We support BZA Application No. 18352 and urge the Board to approve it.

We have met or talked with the owner's of Frager's Hardware, discussed various issues and concerns that we have had with the commercial activities of Frager's (particularly in the rear of the property), reviewed Frager's plans for improvements to the rear of its property, reviewed the B.Z.A. Application filed on January 27, 2012, and negotiated and entered into a written Agreement with the owners of Frager's Hardware and the owner of Lot 838 in Square 994. The Agreement is attached to this letter.

We believe that, upon the approval of the BZA Application, the rear of Frager's property will be more visually attractive, truck and other traffic from 11th Street will be prohibited, noise from "walkie-talkies" used by Frager's employees will be greatly diminished and other improvements to the rear of Frager's property will be made. For those reasons, we support BZA Application No. 18352.

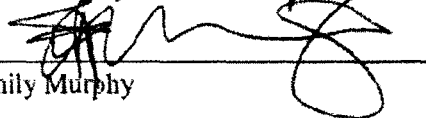
Thank you for your consideration of our views.

Sincerely yours,

OWNERS OF 516 11TH STREET, S.E.

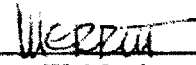


Keith Murphy



Emily Murphy

OWNER OF 512 11TH STREET, S.E.



Nancy W. Merritt

OWNER OF 510 11TH STREET, S.E.

Steve Dunn/WDC Events, LLC

OWNERS OF 522 11TH STREET, S.E.

Warren K. Clayton

Kathleen Donahue

OWNER OF 514 11TH STREET, S.E.

Jason Williams

OWNER OF 520 11TH STREET, S.E.

Angelique Brunner

OWNER OF 518 11TH STREET, S.E.

Anthony Faiola

OWNER OF 524 11TH STREET, S.E.

Thomas Greaves

Lisa Greaves

OWNER OF 512 11TH STREET, S.E.

Nancy W. Merritt

OWNER OF 510 11TH STREET, S.E.

President
Steve Dunn/WDC Events, LLC

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Kathleen Donahue

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Jason Williams

OWNER OF 520 11TH STREET, S.E.

Angelique Brunner

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Anthony Faiola

OWNER OF 524 11TH STREET, S.E.

Thomas Greaves

Lisa Greaves

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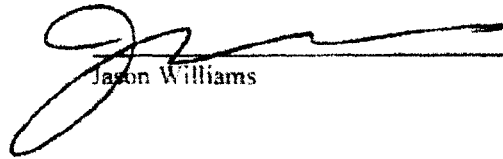
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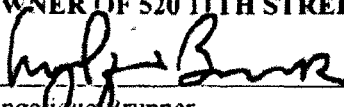
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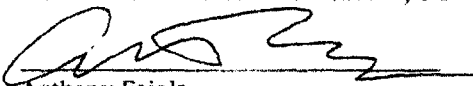
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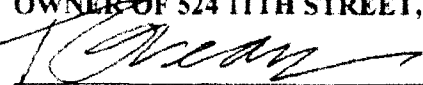
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Angelique Brunner

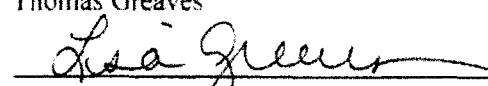
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Anthony Faiola

OWNER OF 524 11TH STREET, S.E.

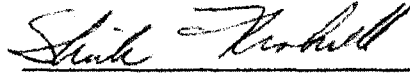


Thomas Greaves



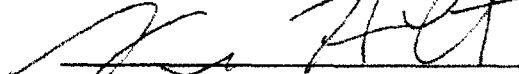
Lisa Greaves

OWNER OF 505 12TH STREET, S.E.



Sheila Fleishell

OWNER OF 507 12TH STREET, S.E.



Veronica B. Holt

Enclosure

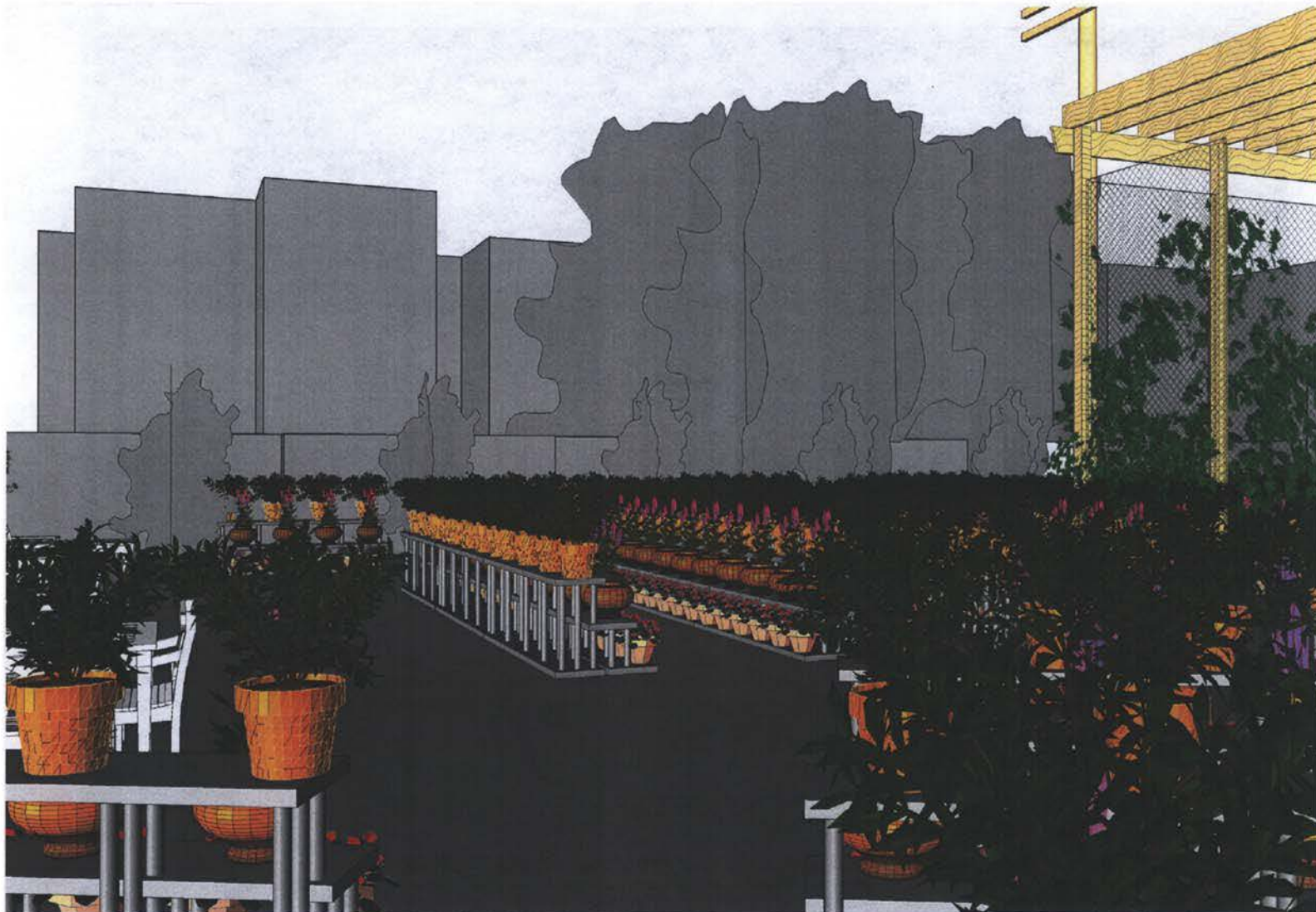
cc: Honorable. Tommy Wells, Ward 6 Councilmember
Office of Planning (Attn: Paul Goldstein)
ANC 6-B (Attn: Jared Critchfield, Chairperson)
Capitol Hill Restoration Society (Attn: Gary Peterson, Chair, Zoning Committee)
Mr. Mathew Le Grant, Zoning Administrator, D.C. Department of Consumer and
Regulatory Affairs
(All copies by electronic mail w/encl.)

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EXHIBIT D



① 3D View_aerial 3



① 3D View 3