

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

<u>In the Matter of:</u>)	
)	
Cadence, LLC)	
t/a Legends)	
)	
Application for a Retailer's Class)	Application no. 50168-02/053P
CR License (transfer to new location))	2002-227
at premises)	
1836-1838 Columbia Road, N.W.)	
Washington, D.C.)	
)	

Denis I.E. James, on behalf of the Kalorama Citizens Association, Daniel Brody, on behalf of the Advisory Neighborhood Commission 1C, Paul Yandura, Bruce C. Craig, Claudia MacLachlan, Allan O. Hockett, Nonna A. Noto, Michael Schmidt, and Dorthy Weintraub, Protestants

Dimitri P. Mallios, Esquire, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The application, having been protested, came before the Board on March 30, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Denis I.E. James, on behalf of the Kalorama Citizens Association, Daniel Brody, on behalf of the Advisory Neighborhood Commission 1C, Paul Yandura, Bruce C. Craig, Claudia MacLachlan, Allan O. Hockett, Nonna A. Noto, Michael Schmidt, and Dorthy Weintraub filed timely opposition. The records indicate that Denis I.E. James was duly appointed as the designated representatives for the protestants.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated June 17, 2002, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is

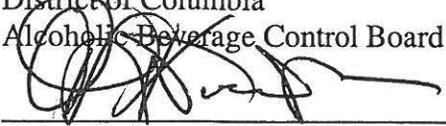
Cadence, LLC
t/a Legends
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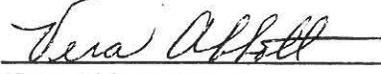
conditioned upon the licensee's continuing compliance with the terms of the agreement.

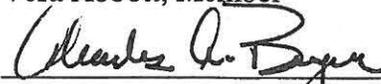
Accordingly, it is this 4th day of September 2002, **ORDERED** that:

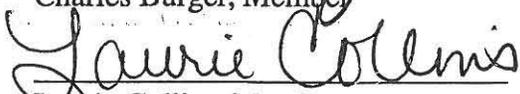
1. The opposition of Denis I.E. James, on behalf of the Kalorama Citizens Association, Daniel Brody, on behalf of the Advisory Neighborhood Commission 1C, Paul Yandura, Bruce C. Craig, Claudia MacLachlan, Allan O. Hockett, Nonna A. Noto, Michael Schmidt, and Dorthy Weintraub is **WITHDRAWN**;
2. The application of Cadence, LLC t/a Legends for a retailer's class CR license (transfer to a new location) located at 329 Pennsylvania Avenue, S.E., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

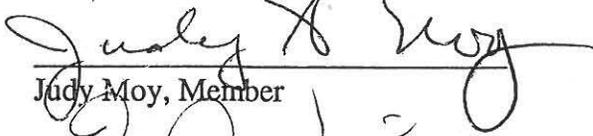
District of Columbia
Alcoholic Beverage Control Board

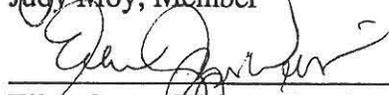

Roderic L. Woodson, Esquire, Chair

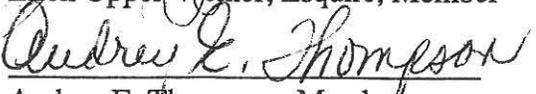

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

ABRA rec'd 6/27/02
/s/byrd

5016

COOPERATIVE AGREEMENT CONCERNING ISSUANCE
OF A LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

This agreement, made and entered into this 17TH day of June, 2002, by and between Cadence, LLC, trading as Legends (hereinafter the "Applicant") and Advisory Neighborhood Commission 1-C (hereinafter "ANC-1C"), Bruce C. Craig, Allan O. Hockett, Kalorama Citizens Association ("KCA"), Claudia MacLachlan, Nonna A. Noto, Michael R. Schmidt, Dottie Weintraub and Paul Yandura (hereinafter the "Protestants") witnesses:

Whereas Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change, transfer and issuance of a class C/R license for premises to be constructed at the properties currently known as 1836, 1838 and 1840 Columbia Road, NW, Washington, DC 20009 (License Application No. 50168).

Whereas in recognition of the Board's policy of encouraging parties to settle their differences by reaching cooperative agreements, the Parties hereto desire to enter into a cooperative agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) the Protestants will agree to the substantial change, transfer and issuance of the license, provided that such agreement is incorporated into the Board's order of the license, which order is thereby conditioned upon compliance with such agreement.

Whereas Applicant will take certain measures to ameliorate the Protestants' concerns upon planning and constructing the new building that will house his restaurant and in the planning and build-out of the actual restaurant.

Now therefore, in consideration of the mutual covenants and undertaking memorialized herein, the Parties hereby agree as follows:

1. Hours. The hours of operation shall be:

Sunday through Thursday: 11:00 AM until 2:00 AM
Friday and Saturday: 11:00 AM until 3:00 AM

2. Seating, Capacity and Limit of the Restaurant. As the Applicant will be constructing a new building in which his restaurant will be located and at the time of this agreement no architectural plans exist it is impossible to set an accurate capacity or Certificate of Occupancy number. Preliminary sketches and the applicant's assurances indicate a C. of O. of approximately one hundred (100). The Restaurant associated with this License Application, No. 50168 will occupy only the first or ground-floor (sidewalk level) of the building and will have no ability to schedule or host or take part in events, parties, gatherings, etc. that take place on any other floor of the building, or in particular, on the roof of the building. The Protestants stand ready to amend this section for specificity once a C. of O. number is determined.

3. Sidewalk Cafe. The hours of operation for any unenclosed Sidewalk Cafe or Summer Garden shall be:

Sunday through Thursday: 11:00 AM until 11:00 PM
Friday and Saturday: 11:00 AM until 12:00 Midnight

The Protestants agree to revisit this issue at the conclusion of the Applicant's first full summer/fall season of operations. Applicant acknowledges his legal responsibility to apply to the Public Space Committee to determine the size, scope and capacity of any possible Sidewalk Cafe located in whole or in part on public space. Applicant acknowledges familiarity with ANC-1C's work with the Public Space Committee to set up a pilot project which will ensure compliance with all aspects of public space usage by ABC establishments in Adams Morgan. Applicant acknowledges familiarity with and will comply with Title 24 DCMR 204.1 "that the use to be made of the space will include provisions for the maintenance of a clear, unobstructed passageway not less than ten feet (10 ft.) in width at all points, entirely across the frontage of the property occupied by the applicant, parallel to the line of the street, and generally in the line of pedestrian traffic." Applicant agrees that he or any successor entity will not apply for any waiver that would decrease in any amount the aforementioned ten feet (10 ft.) of clear passageway. Further, Applicant agrees that he will not construct, or apply for a permit to enclose any portion of, a Sidewalk Cafe located on public space. This stricture would not apply to a roll-out, retractable awning. The Protestants stand ready to amend this section upon construction of the new building, the granting of a restaurant license, the necessary inspections to allow ABC usage of the space and the proper application and permitting through the Public Space Committee.

4. Noise/Music/Dancing. Applicant agrees that there will be no live music performance at his establishment or on his Sidewalk Cafe. Applicant agrees that there will be no DeeJay entertainment or performances at his establishment and that he will not construct a DeeJay booth or space from which such performances could take place. Applicant agrees that there will be no dancing at his establishment. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or source of sound or noise, in accordance with Title 23 DCMR, Section 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. During the planning and construction of the building, Applicant agrees to make every effort to create passive sound barriers between his restaurant and his residential neighbors, be they inside his building or an abuttor. In placement of mechanical systems on the roof, Applicant agrees to place them in the way that they will cause the least disturbance to any other residential property, and to screen them from view in an attractive manner.

5. Trash/Garbage/Rodents. Applicant agrees to construct a "trash room" within his building, eliminating the need for dumpster and recycling container space in the public alley.

Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to help eliminate the rat population. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit them in the trash dumpster.

6. Applicant agrees that his establishment will not be serviced by a valet parking company or service and that any underground parking in his building will not be used by his or any other restaurant patrons.

7. Applicant agrees that he will not erect permanently or temporarily any loudspeaker on the outside of his establishment. Applicant further agrees that he will not place any portable device outside his establishment such as a tape or CD player. Further, Applicant agrees to not permit loudspeakers inside his establishment to project audible sound out into the public space except when the door is opened and closed for normal ingress and egress.

8. Applicant agrees not to place any pool or billiard tables in his establishment.

9. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls" or "tours".

10. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise to a minimum from 11:00 PM to 7:00 AM.

11. Modification. This agreement can be modified only by the ABC Board or the mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC-1C, any modification must take place at a regularly scheduled meeting and be approved by a majority of the Commissioners present, constituting a quorum.

12. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

13. Withdrawal of Protests. The Protestants agree to the transfer, substantial change and issuance of this license provided that this Cooperative Agreement is incorporated into the Board's order of the license, which order is thereby conditioned upon compliance with this Cooperative Agreement. In the case of ANC-1C, the withdrawal of the protest and approval of this agreement must take place at a regularly scheduled meeting and be approved by a majority of the Commissioners present, constituting a quorum.

14. Availability of Cooperative Agreement. Applicant agrees to keep available at all times a copy of this agreement at his establishment and to familiarize all his employees with its conditions.

SIGNATURES OF PARTIES

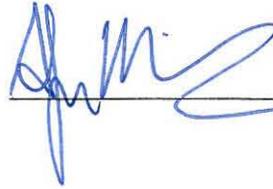
APPLICANT

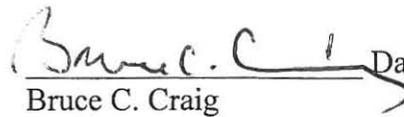
For Cadence LLC, T/A Legends
Panaiotis Hiotis, Managing Partner

 Date 6/17/02

PROTESTANTS

For Advisory Neighborhood Commission ANC-1C
Andrew James Miscuk, Chairman

 Date 19 JUN 02

 Date 6/20/02
Bruce C. Craig

 Date 6/15/02
Allan O. Hockett

For Kalorama Citizens Association
Denis I.E. James, ABC Licensing Chair

 Date 6.17.2002

 Date 6/20/02
Claudia MacLachlan

Cadence LLC, T/A Legends
License Application NO. 50168

Nonna A Noto Date 6/20/02
Nonna A. Noto

Michael Schmidt Date 6/20/02
Michael A. Schmidt

Dottie Weintraub Date 5/20/02
Dottie Weintraub

Paul Yandura Date 6/18/02
Paul Yandura