

ESL Development, LLC
t/a 14th Street Bakery & Wine Bar
License No: 82451
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Accordingly, it is this 27th day of January 2010, **ORDERED** that:

1. The Application filed by ESL Development, LLC, t/a 14th Street Bakery & Wine Bar, for a new Retailer's Class CT license located at 2005 14th Street, N.W., Washington D.C., is **GRANTED**;

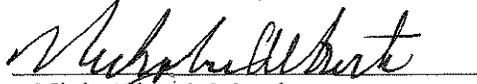
2. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

3. Copies of this Order shall be sent to the Applicant and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board



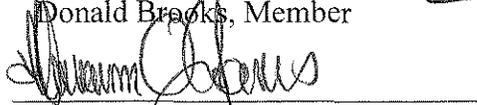
Mital M. Gandhi, Member



Nick Alberti, Member

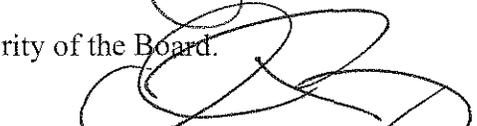


Donald Brooks, Member



Herman Jones, Member

I dissent from the position taken by the majority of the Board.



Charles Brodsky, Chairperson

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.

Voluntary Agreement Concerning Issuance of License
The Blackbyrd, ESL Development LLC

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
CONTROL BOARD
REGISTRATION
2010 JAN 11 A 10:27

THIS AGREEMENT made and entered into this 21st day of ~~December~~ 2009, by and between The Blackbyrd (Applicant) and ANC1B witnesses:

Whereas Applicant has filed application 082451 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CT license for premises to be known as The Blackbyrd, and to be located at 2005 14th Street, NW Washington, DC 20009 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address ANC1B's concerns and to include this agreement (2) ANC1B supported to the issuance of the new license that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate ANC1B's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and ANC1B hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the 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 other device or source of sound or noise, in accordance with DCMR 20. Live music and performances will conclude thirty minutes prior to closing. Applicant will regularly monitor to assure no impact on nearby residents. The entrance door of the premises will be kept closed at all times during business hours when music is being played or any 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, and any emission of sound during such circumstances will not be deemed a violation of this provision. Only background music will be permitted in summer garden, and applicant will regularly monitor to assure no impact on nearby residents. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. Applicant agrees to implement sound suppression measures that will mitigate any noise from this tavern and summer garden that may be heard in surrounding resident's homes.

B. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board and Protestants files. Applicant agrees to notify ANC1B in a timely fashion of any significant ABRA violations or any safety/security events requiring MPD involvement.

C. FOOD AND ALCOHOL SERVICE. Applicant will have full hours as the law provides for this license. Applicants agree that the establishment will be shut down and completely vacated, except for routine maintenance and clean up by closing time each night. Applicant will still be held to a standard of 25% of the gross annual receipts from the sale of food or have annual gross food sales of \$1,500 per occupant. Applicant agrees that there will be no after-hours activities in the establishment. Applicant will not change hours of operations without the express written consent of Protestant.

D. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains 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 keep trash and oil barrels off public space. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 7:00 am and no later than 6:00 pm.

E. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

F. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

G. SIGNAGE/PUBLICITY. Signage shall be coordinated and approved by DC Historic Preservation Office. Applicant agrees that there will be no alcohol advertisements visible through the windows of this establishment. In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages.

H. TRANSFERABILITY. Applicant shall provide ANC1B with forty-five (45) days notice of intent to transfer or sale of this license.

I. MODIFICATION OF VOLUNTRARY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

J. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

K. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Ian Hilton, 2005 14th Street NW, Washington, DC 20009

If to Protestant: ANC1B, PO Box 73710, Washington, DC 20056

Wherefore, by the signing of the representatives of Applicant and ANC1B, Applicant hereby agrees to aforementioned covenants and ANC1B agrees to support the issuance of the Class CT license to Applicant, provided that this agreement is incorporated into the ABC Board's order issuing a Class CT license.



Ian Hilton, for The Blackbyrd



Chairman, ANC1B



Commissioner ANC1B02

Accordingly, on this 21 th day of December 2009 it is ordered that the Voluntary Agreement between Applicant and ANC1B is incorporated into the ABC Board's order issuing Applicant an amended Class CT license.