

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

In the Matter of:)	
)	
Vigor Restaurant, LLC)	
t/a Epicurean and Company)	
)	
Application for a new)	License No. 77576
Retailer's Class "CR" License)	Case No. 61267-08/005P
at premises)	Order No. 2008-053
)	
3800 Reservoir Road, N.W.)	
Washington, D.C.)	
)	

Vigor Restaurant, LLC t/a Epicurean and Company, Applicant

Bill Starrels, Vice-Chair, Advisory Neighborhood Commission 2E, Protestant

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application filed by Vigor Restaurant, LLC t/a Epicurean and Company, for a new Retailer's Class "CR" license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on November 7, 2007, in accordance with D.C. Official Code § 25-601 (2001). Bill Starrels, Vice-Chair, Advisory Neighborhood Commission (ANC) 2E, filed a timely letter of opposition.

The official records of the Board reflect that the Parties have reached an agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated January 7, 2008, the Protestants have agreed to withdraw the protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Voluntary Agreement.

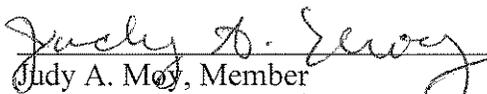
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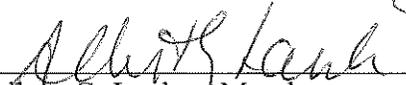
Accordingly, it is this 9th day of January 2008, **ORDERED** that:

1. The protests of ANC 2E is **WITHDRAWN**;
2. The Application filed by Vigor Restaurant, LLC t/a Epicurean and Company, for a new Retailer's Class "CR" license, at 3800 Reservoir Road, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, Member


Albert G. Lauber, Member


Mital M. Gandhi, Member

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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT date this 7th day of January, 2008 (the "Agreement") is made by Vigor Restaurant, LLC t/a Epicurean and Company (the "Applicant") with Advisory Neighborhood Commission 2E (the "ANC") and ~~Citizens Association Georgetown ("CAG")~~ *Mk*

ORIGINAL

RECITALS

WHEREAS, Applicant has applied for a Retailers License Class CR (License No. 77576) for premises located 3800 Reservoir Road, NW (the "Premises") which Premises includes interior space and space for outside seating (the "Summer Garden");

WHEREAS, in order to secure the approval of the ANC and ~~CAG~~ *Mk*, Applicant is entering into this Voluntary Agreement commemorating certain understandings regarding the Applicant's operational plans;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals above are incorporated herein by reference.
2. Occupancy and Safety. The overall occupancy of the Premises shall be limited to 297 persons. In addition, the occupancy in the various areas of the Premises shall not materially exceed the following approximate limits:

Lounge	74 persons
Dining #2	134 persons
Dining #3 (Including sushi area)	89 persons

RECORDED BY *gpc*
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 GOVT OF THE DISTRICT OF COLUMBIA
 ALCOHOL REGULATORY
 BOARD
 REGISTRATION SECTION

The Applicant shall ensure that a clear passageway is maintained in the Premises at all times for the safe egress of occupants in case of fire or other emergency. Applicant shall not exceed the above-limit without approval of the Alcoholic Beverage Control Board under 23 DCMR Section 15.03.

3. Hours of Operation. The Premises shall close and all alcoholic beverage service shall cease, no later than 2:00 A.M., 7 days a week. Applicant shall begin announcing last call, either by general announcement, or by servers advising patrons, at least one half hour before closing.

4. Noise. Applicant will comply with the Title 25, Section 725 of the D.C. Code, and take all necessary actions to ensure that music, noise and vibration from the establishment are not audible in any residence. Should any sound, noise, or music be heard in any premises other than the licensed establishment, Applicant will take reasonable action to address the issue. Applicant shall make every reasonable effort to minimize noise from patrons exiting the Premises after 11 p.m. and shall assign a staff person, as needed, at the front door to monitor the conduct of patrons. In the event patrons cue on the sidewalk in front of the Premises at any time, Applicant shall make every reasonable effort to assure that such patrons are orderly and do not create a disturbance in the neighborhood.

5. Parking. Applicant shall provide free parking for its patrons, after 5:30 p.m., in the Leavey Center. Applicant shall publicize the availability of parking by signage in the premises, by notices on menus, or otherwise. The parties agree to meet and review any and all issues related to parking six (6) months from the date of opening of the Premises for business.

~~6. Cover Charges and Promoters. Applicant shall not charge a cover charge at~~
any time. There will be no event subcontracting of the space nor shall the Applicant
make use of an events promoter except normal marketing of Epicurean and Company
for regular operational use by the owner.

7. Notices. In the event of a violation of the provisions of this Voluntary
Agreement, Applicant shall be notified in writing of such violation. Any notices
required to be made under this Agreement shall be in writing and mailed by certified
mail, return receipt requested, postage prepaid, or hand delivered, to the other parties
to this Agreement. Notice is deemed to be received upon mailing. Notice is to be
given as follows:

If to Vigor Restaurant, LLC

Epicurean and Company
Attn: Mr. C.W. Chon
3800 Reservoir Road, NW
Washington, DC

With a copy to:

Andrew J. Kline, Esquire
1225 Nineteenth Street, NW
Suite 320
Washington, DC 20036

If to ANC 2E:

ANC 2E
Attn: Mr. Bill Starrels
3265 S Street NW
Washington, DC 20007

If to ~~CAG:~~

~~Citizens Association of Georgetown
Attn: Ms. Karen "Cookie" Cruse
1365 Wisconsin Avenue NW, Suite 200
Washington, DC 20007~~

Applicant may change the notice addresses listed above by written notice to the signatories hereto at the addresses listed below their signatures. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

8. Withdrawal of Protest. In consideration of the Applicant's agreement to the provisions of the Voluntary Agreement, ~~CAG~~^{OK} and the ANC support the issuance of the License to Applicant, and hereby withdraw their protests to the issuance of the License, and join with the Applicant in requesting that the License be issued forthwith in accordance with the Board's normal procedures.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter herein and they shall not be changed or terminated orally. There are no other warranties or representations made or relied upon by any of the parties to this matter other than those expressly set forth in said Agreement. This Agreement shall be construed in accordance with the laws of the District of Columbia

10. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

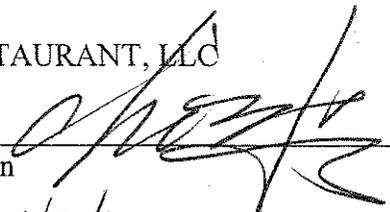
11. Successors and Partial Invalidity. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event any part of this Agreement should be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the rest of the Agreement shall not be affected and the rights and obligations of the parties shall be construed and

enforced as if this Agreement did not contain the particular part held to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below:

APPLICANT:

VIGOR RESTAURANT, LLC

By: 
C.W. Chon

Date Signed: 1/3/2008

PROTESTANTS:

ANC 2E:

By: 
Bill Starrels, Vice Chair,
Chair, ANC Committee

Date Signed: 1/8/2008

~~CAG:~~

~~By: 
Denise Cunningham, President~~

~~Date Signed: _____~~