

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

_____)	
In the Matter of:)	
)	
Farmers & Fishers, LLC)	
t/a Farmers & Fishers)	
)	
Holder of a)	License No. ABRA-074934
Retailer's Class CR License)	Order No. 2013-256
)	
at premises)	
3000 K Street, N.W.)	
Washington, D.C. 20037)	
_____)	

Farmers & Fishers, LLC, t/a Farmers & Fishers (Licensee)

Ron Lewis, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2E

Jennifer Altemus, President, Citizens Association of Georgetown (CAG)

Marc Fleischaker, President, Washington Harbor Condominium Association (WHCA)

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that a previous holder of a license for the premises, ANC 2E, CAG, and WHCA entered into a Voluntary Agreement dated March 31, 2006 (Agreement) and it was approved by the Board on May 10, 2006. Farmers & Fishers, LLC, t/a Farmers & Fishers, (Licensee), as the current holder of a Retailer's Class CR license, is required to comply with the terms of the Agreement, dated March 31, 2006, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated April 8, 2013, in accordance with D.C. Official Code § 25-446 (2001).

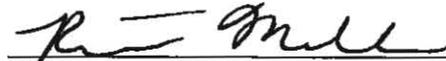
The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Ron Lewis, on behalf of ANC 2E; Jennifer Altemus, on behalf of CAG; and Marc Fleischaker, on behalf of WHCA, are signatories to the Amendment.

Accordingly, it is this 5th day of June, 2013, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement, dated April 8, 2013, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee, ANC 2E, CAG, and WHCA.

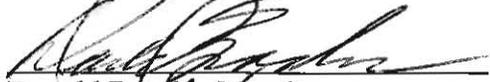
Farmers & Fishers, LLC
t/a Farmers & Fishers
License No. ABRA-074934
Page 3

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member

Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDMENT TO VOLUNTARY AGREEMENT

THIS AMENDMENT TO VOLUNTARY AGREEMENT (the "Amendment") entered into this 1st day of April, 2013 by and among Farmers Fishers Bakers, LLC t/a Farmers Fishers & Bakers ("Applicant"), Advisory Neighborhood Commission 2E ("ANC 2E"), the Washington Harbor Condominium Association ("WHCA") and Citizens Association of Georgetown ("CAG")

WHEREAS, Applicant is the successor in interest to Agraria-I, LLC, a District of Columbia limited liability company ("Agraria") and the holder of Retailer's License Class CR alcoholic beverage control license no. 74934 issued by the Alcoholic Beverage Control Board (the "License") which License is used in connection with the restaurant business known as Farmers Fishers & Bakers, located at 3000 K Street, Washington Harbor, Washington, DC 20007 (the "Premises");

WHEREAS, Agraria, ANC 2E and CAG entered into a written Voluntary Agreement dated March 31, 2006, (the "Agreement") which Agreement placed certain restrictions and conditions on Applicant's operation under its License;

WHEREAS, the parties desire to amend the Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable considerations, the mutual covenants and representations made herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Amendment of Agreement. The parties hereby amend specific provisions of the Agreement as follows:
 2. Occupancy and Safety. "Four hundred fifty (450)" is hereby deleted and replaced with:
"two hundred eight six (286) inside and eighty-five (85) outside, for a total occupancy of three hundred seventy one (371), as reflected on the drawing attached hereto."
 3. Hours of Operation. "8:00" is hereby deleted and "7:00 a.m." is inserted in its place.

4. Entertainment. The clause, "but at no time shall said music for events be of/at a level to be heard outside of said Premises" is hereby deleted.

The following language is inserted at the end of the paragraph:

"Applicant may play recorded music in its outside seating area provided, however, that at no time shall such music be audible beyond the beige colored brick border which is approximately six feet from the boundary of the premises and further provided that such music shall cease by the times stipulated in paragraph five (5) "

5. Outside Dining. The language, "nor shall standing customers be served any food or beverages thereon" is hereby deleted.

"Sixty-five" (65) is hereby deleted and replaced with "eighty-five (85) persons total, with seats for seventy (70) people at all times."

Add the following language to this section:

"Applicant will serve full menu outside on the patio when it is operational from April 1 through October 31. A limited food menu shall be offered during the off season (November 1-March 31) on any days the patio is operational. The hours for the outside area shall be as follows: Sunday – Wednesday until 10 PM, Thursdays until 11pm and Friday and Saturdays until 12:00 AM."

3. Full Force and Effect. Except as expressly stated herein, the Agreement dated March 31, 2006 is in full force and effect.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby execute this Amendment as of the date written above.

APPLICANT:

FARMERS FISHERS BAKERS, LLC

By: Mark Wade

Print Name/Title: Mark Wade, Sr. S. / Pres

Date Signed: 7/10/13

ANC 2E

By: Ron Lewis

Print Name/Title: Ron Lewis, Chair, ANC 2E

Date Signed: 7/10/13

CAG

By: Jennifer Altemus

Print Name/Title: Jennifer Altemus; President

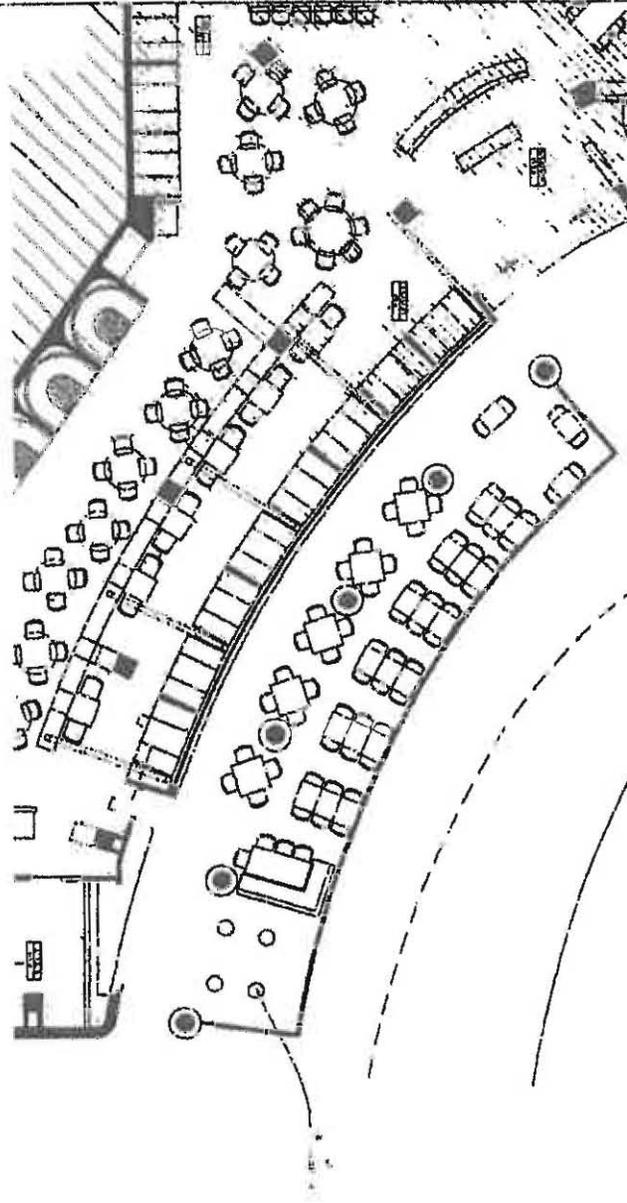
Date Signed: 4-10-13

WHCA

By: Marc L. Fleischer

Print Name/Title: MARC L. FLEISCHER / President

Date Signed: 4-8-13



<p>FEB WASHINGTON STATE UNIVERSITY 1715 CENTER PULLMAN, WA 99164-5000</p>	<p>GRIZARD BRISFORD DESIGN ARCHITECTS 1000 COMMERCIAL AVENUE SUITE 200 SEASIDE, WA 98138 PH: 360-885-1100 WWW.GRIZARD.COM</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION													<p>FURNITURE PLAN A-1.0</p> <p>Scale: 1/8" = 1'-0"</p>
NO.	DATE	DESCRIPTION																

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

In the Matter of:)		
)		
Agraria-I, LLC)		
t/a Agraria Restaurant)		
)		
New Application for a Retailer's)	License no.:	74934
Class CR License -)	Application no.:	61103
at premises)	Order no.:	2006-028
3000 K Street, N.W.)		
Washington, D.C.)		

Advisory Neighborhood Commission 2E, the Washington Harbour Condominium Association, the Citizens Association of Georgetown, and Agraria-I, LLC, Signatories

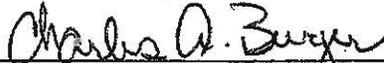
BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member
Eartha Isaac, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board ("Board") reflect that Advisory Neighborhood Commission 2E, the Washington Harbour Condominium Association, the Citizens Association of Georgetown, and Agraria-I, LLC, Signatories, have reached a voluntary agreement, dated March 31, 2006, which has been reduced to writing and has been properly executed and filed with the Board. Having determined that the March 31, 2006 agreement complies with all applicable laws and regulations, the Board does hereby, this 10th day of May, **APPROVE** the agreement and **INCORPORATE** the text of the same into this Order. Copies of this Order shall be sent to the Signatories to the agreement.

Agraria-I, LLC
t/a Agraria Restaurant
License No. 74934
Application No. 61103
Page two

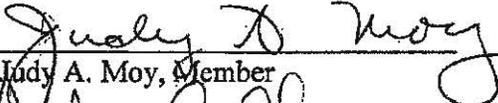
District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



Vera M. Abbott, Member



Judy A. Moy, Member



Audrey E. Thompson, Member

Peter B. Feather, Member



Albert G. Lauber, Member



Eartha Isaac, 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 (hereinafter, the "Agreement") is made today, Friday, March 31, 2006, by Agraria-I, LLC, a District of Columbia limited liability company, d.b.a., the Agraria Restaurant (hereinafter, the "Applicant"), the Advisory Neighborhood Commission 2E (hereinafter, the "ANC"), the Washington Harbour Condominium Association (hereinafter, "WHCA"), and the Citizens Association of Georgetown (hereinafter, "CAG").

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control Board (hereinafter, the "Board") an application for a retail establishment Class-C liquor license (hereinafter, the "Application") for a new restaurant to be known as Agraria; located at 3000 K Street NW, Washington Harbour, Washington D.C. 20007 (hereinafter, the "Premises), Application #61097 / license #74934, which is pending before said Board.

WHEREAS, ANC represents the residents and taxpayers within the boundaries of ANC2E and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community;

WHEREAS, Applicant is seeking written approval from the ANC of said Application;

WHEREAS, in order to secure ANC's written approval, Applicant has agreed to execute this Agreement commemorating certain understandings regarding Applicant's operational plans;

NOW, THEREFORE, in consideration of the foregoing, other valuable considerations, mutual covenants and representations made herein, the receipt and sufficiency of which are hereby acknowledged by the aforementioned, the Parties hereto mutually agree as follows:

1. General Operation. Applicant shall operate a bona-fide, first class restaurant on the Premises. The kitchen shall be open and hot and/or cold food items from its menu shall be available until at least one (1) hour before the establishment's closing. Additionally, alcoholic beverages shall be served principally in conjunction with full meal service.

2. Occupancy and Safety. Applicant shall have a maximum capacity of four hundred and fifty (450) persons for the Premises, which includes both the indoor and outdoor serving areas, as stipulated by the Government of the District of Columbia; the limit of which shall not be exceeded and prominently posted therein.

3) Hours of Operation. Applicant's hours of operation may be as early as 8:00am but shall not be later than to 2:00am, Monday through Sunday; and regardless of the foregoing operational hours, in no instance during any night of the calendar week shall Applicant serve any alcoholic beverages after 2:00am.

4) Entertainment. Applicant shall not permit dancing, entertainment, amplified/disruptive live music, promoters (other than marketing/public-relations-related efforts benefiting the first-class dining restaurant) and/or any cover charges indoors or outside of the Premises. Applicant may, in its sole discretion, also offer background music conducive to a pleasant dining experience within the Premises; however, at no time shall such music be of/at a level to be heard outside of said Premises. Applicant may also, in its sole discretion, hold weddings, Bar Mitzvahs and like events within the Premises that may include dancing and music; but at no times shall said music for such events be of/at a level to be heard outside of the Premises.

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HMM

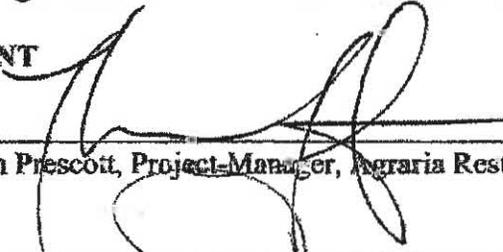
5. Outside Dining. Applicant, in its sole discretion and subject to the applicable terms, conditions, rules and regulations which may now or hereafter be imposed by the District of Columbia or any governmental agency having jurisdiction with respect to such use, may serve food and alcoholic beverages in the outdoor serving area adjacent to the Premises; as stipulated by the 3-23-06 authorizing letter from the Harbour Complex landlord's management company and outdoor seating diagram attached hereto and incorporated by reference. At no time shall Applicant establish an outdoor bar in the aforesaid serving area, nor shall standing customers be served any food or beverages thereon. Applicant shall also situate its utilized outdoor furniture, including as applicable, tables, chairs, space heaters and/or table-top umbrellas, so that such furniture does not in any way breach/become an impediment to the public walkway access adjacent to said outdoor serving area and the Harbour Complex fountain. Additionally, at all times Applicant shall limit occupancy in said outdoor serving area to the maximum number of sixty-five (65) persons.

6. Agreement. This written agreement, which supersedes any and all prior agreements related to the Premises and its occupants, constitutes the entire and only agreement between the parties hereto; and may only be modified if agreed to in writing by the aforementioned parties.

IN WITNESS WHEREOF, Applicant, ANC, WHCA and CAG hereby execute this Voluntary-Agreement on/as of the date first above written:

APPLICANT

BY:


Tom Prescott, Project Manager, Agraria Restaurant

ADVISORY NEIGHBORHOOD COMMISSION-2E

BY:


Bill Starrels, Vice-Chairman, ANC 2E and Chairman, ABC Committee

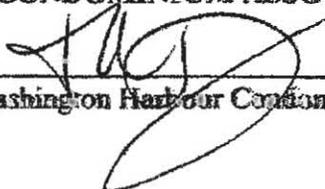
CITIZENS ASSOCIATION OF GEORGETOWN

BY:


Victoria Rixey, President, Citizens Association of Georgetown

WASHINGTON HARBOR CONDOMINIUM ASSOCIATION

BY:


Ken Joy, President, Washington Harbour Condominiums Association

March 23, 2006

Tom Prescott
The Magnate Group, LLC
1900 L Street, NW
Suite 612
Washington, DC 20036

Re: Washington Harbour

Dear Tom,

Please accept this letter as the landlord's approval for utilization of the seating area outside of Agraria's restaurant.

Should you have any questions on this matter do not hesitate to call me.

Regards,

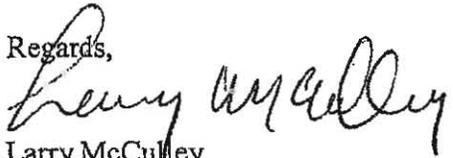
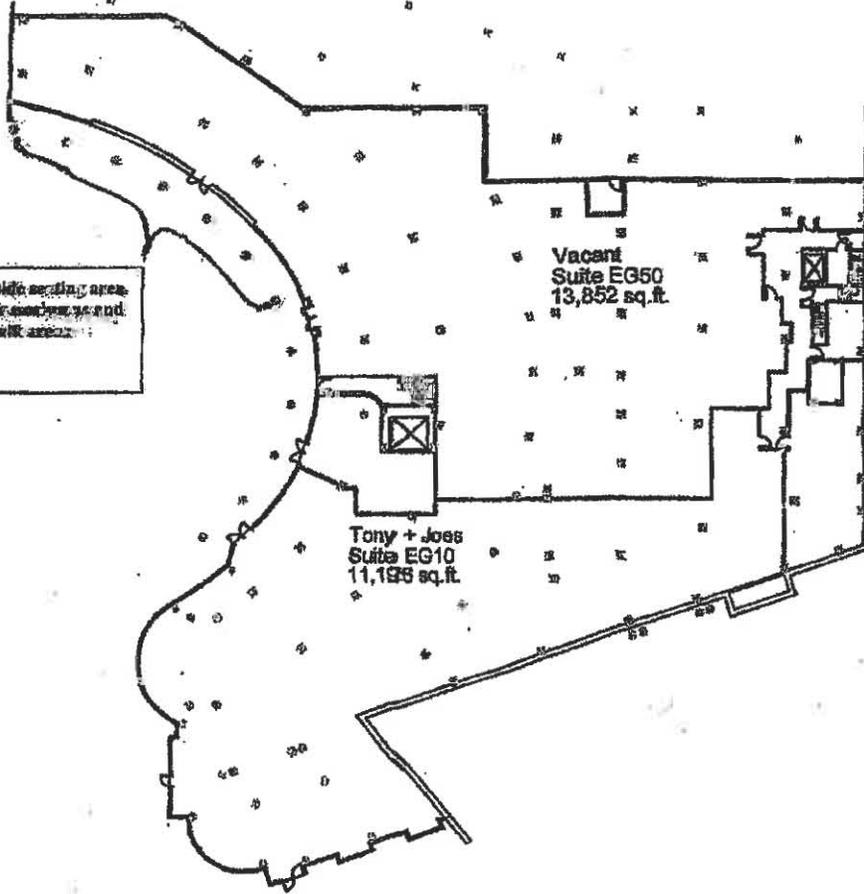
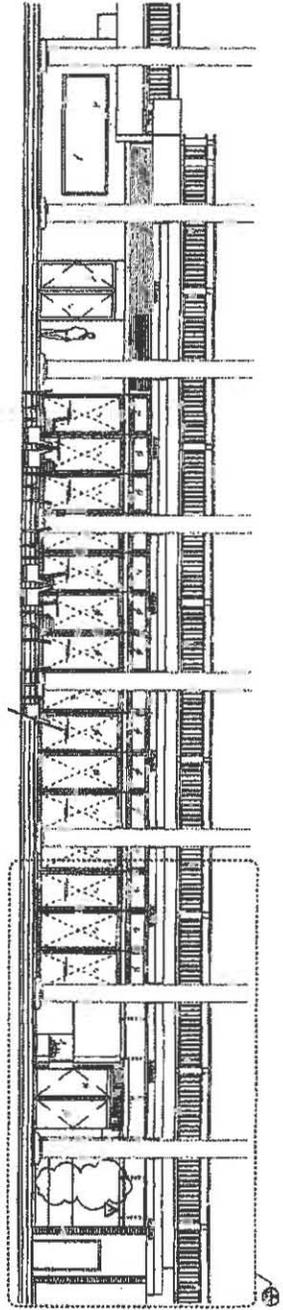

Larry McCulley
General Manager

Exhibit A-1

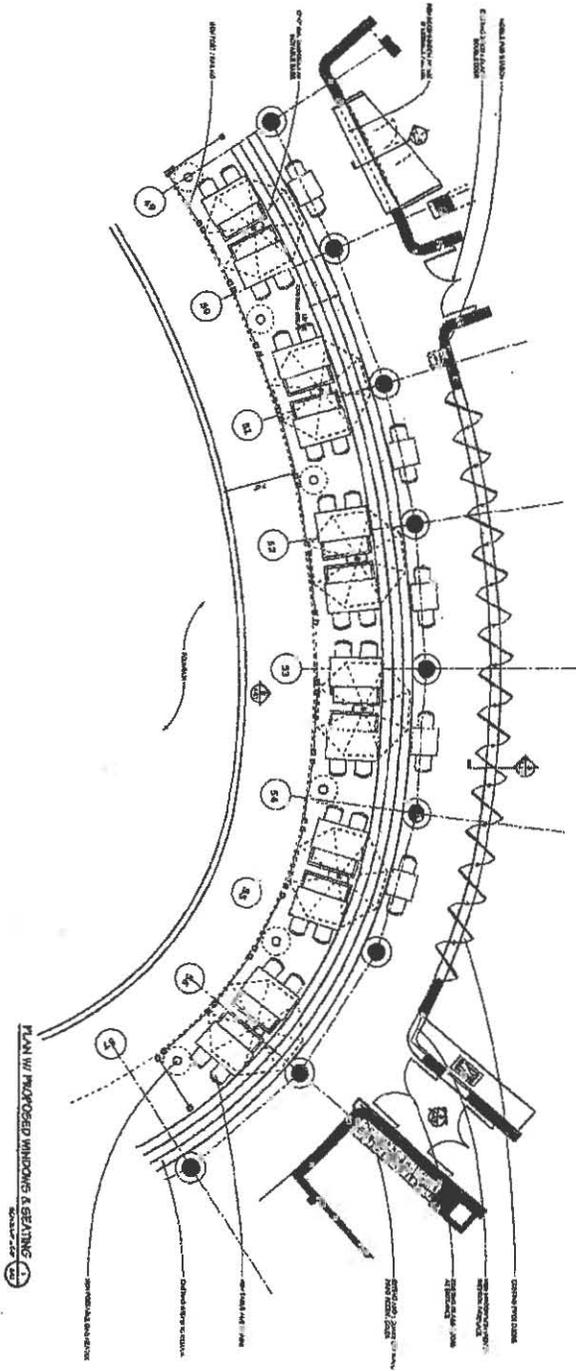
Agriaria outside seating area
shown on site plan and marked sidewalk areas



Project Title WASHINGTON, DC	AGRARIA RESTAURANT	Version	Date 07/07/04
Sheet Title East Building - P1 Level		Scale N/A	Project No.
		Sheet No.	



EXTERIOR ELEVATION WITH ANNEXES (UNFOLDED) 22



PLAN W/ PROPOSED WINDOWS & SEATING 23



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 Architectural & Structural Design
 Administration & Maintenance

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EXTERIOR
 PLAN AND ELEVATION

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