

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

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In the Matter of:)	
)	
Sam-Sam, LLC)	
t/a Nima's Restaurant & Bar)	
)	
Application for a)	License No. 77000
New Retailer's Class "CR" License)	Case No. 61235-07/080P
at premises)	Order No. 2007-258
1230 9th Street, N.W.)	
Washington, D.C.)	
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Candace M. Fitch, Esquire, on behalf of the Applicant, Sam-Sam, LLC.

Charles D. Reed, Chairperson, Advisory Neighborhood Commission 2F, and Harold Davitt, Scott Billings, Marthlu Bledsoe, Sherri Kimbel and Lynda Wright, (Group of Five or More Individuals), Protestants.

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

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTESTS

The Application, filed by Sam-Sam, LLC, t/a Nima's Restaurant & Bar, 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 July 18, 2007, in accordance with D.C. Official Code § 25-601 (2001). Timely letters of opposition were filed by Charles Reed, Chairman, on behalf of Advisory Neighborhood Commission (ANC) 2F, and Harold Davitt, Scott Billings, Marthlu Bledsoe, Sherri Kimbel and Lynda Wright, (Group of Five or More Individuals), (collectively, the Parties).

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing, properly executed, and filed with the Board. Pursuant to the Agreement, dated September 30, 2007, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending application is conditioned upon the Licensee's continuing compliance with the terms of the Agreement.

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Accordingly, it is this 7th day of November 2007, **ORDERED** that:

1. The protests of Charles D. Reed, Chairperson, Advisory Neighborhood Commission 2F, and Harold Davitt, Scott Billings, Marthlu Bledsoe, Sherri Kimbel and Lynda Wright, (Group of Five or More Individuals) are **WITHDRAWN**;

2. The Application of Sam-Sam, LLC, t/a Nima's Restaurant and Bar, 1230 9th Street N.W., Washington, D.C., for a new Retailer's Class "CR" license is **GRANTED**;

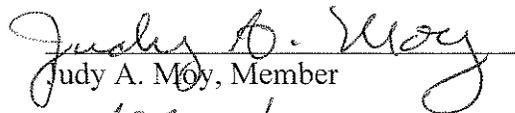
3. The above-referenced Agreement is **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Protestants and the Applicant.

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District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Acting 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 ("Agreement") is made on this 30 day of September, 2007, by and between Sam-Sam LLC t/a Nima's Restaurant & Bar ("Applicant"), Advisory Neighborhood Commission 2F ("ANC 2F") and Harold Davitt, Scott Billings, Marthlu Bledsoe, Sherri Kimbel, and Lynda Wright (said individuals being hereinafter referred to collectively as "the Blagden Alley and Naylor Court Community").

WITNESSETH

WHEREAS, Applicant has applied for a retailers license Class CR for the premises at 1230 9th Street, N.W., Washington, D.C.;

WHEREAS, the ANC and the Blagden Alley and Naylor Court Community, are considering support of Applicant's license; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the ANC and the Blagden Alley and Naylor Court Community to request the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon Applicant's compliance with the terms of this written Agreement.

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of Business. The Applicant shall manage and operate a restaurant with full lunch, brunch, and dinner menu service. Any change from this model shall be considered by all parties to be a substantial change in operation of great concern to residents and require approval by the ABC Board.
3. Hours of Operation. The Applicant's hours of operation shall be as follows:

Monday – Thursday	11: 00 a.m. to no later than 1:00 a.m.
Friday – Saturday	11:00 a.m. to no later than 2:00 a.m.
Sunday	11:00 a.m. to no later than 1:00 a.m.

Applicant may not extend its hours without amendment of this Agreement. Up until one (1) hour prior to closing, Applicant’s kitchen facilities shall remain open with food service.

These hours have been arrived at by negotiation with Applicant. The ANC’s and the Blagden Alley and Naylor Court Community’s concern is that longer hours may unduly disturb nearby residents; Applicant has conceded to reduced hours with the understanding that they will be reviewed by the parties at the end of six months from the opening date of the restaurant. If experience demonstrates that there has not been undue disturbance, the ANC and the Blagden Alley and Naylor Court Community agree to consider extending the hours; similarly, if problems have occurred, Applicant agrees to consider reducing hours. The parties will employ the procedure set forth in paragraph 15(b) in such review.

4. Occupancy. The ABC application requested 199 seats. Applicant shall post the certificate of occupancy in a prominent location in the entryway. Applicant may not expand its occupancy or reduce available seating by more than ten percent (10%) without amendment of this Agreement.

5. Special Events. ”Special events” for purposes of this Agreement means that the restaurant is reserved exclusively or principally for a single group or event during or after normal operating hours. The types of Special Events to be held in the restaurant may include, but are not limited to, weddings, showers, rehearsal dinners, graduation parties, Bar/Bat Mitzvahs, Holiday parties, other religious celebrations, birthdays, anniversaries, and other family

celebrations, social events and business functions. The restaurant will not offer space to promoters for concerts or any “nightclub” activities.

6. Alley Access. Applicant recognizes that the public alley in the rear of the establishment running between the Streets (“public alley”) is particularly active and its accessibility is necessary for the ingress and egress of residents. Applicant shall not impede access to the public alley. Applicant shall not permit its employees to park in the public alley and shall instruct its suppliers to not block access to the public alley during deliveries. Applicant shall not permit its patrons to enter or exit the establishment from the alley.

7. Public Space and Trash. Applicant is aware that illegal dumping in the public alley is an ongoing concern of its neighbors and that Applicant’s trash practices, if not consistently diligent, may have the effect of encouraging such dumping. Applicant agrees to contract with a commercial trash hauler for pickup at least five days per week. Applicant shall contain the trash in a rodent proof container. These containers will be kept inside until the last employee leaves upon closing of the establishment. Applicant shall bring the containers back inside the establishment when the first employee enters the establishment or after the trash has been removed, whichever occurs first. Applicant shall take whatever actions necessary to ensure that its containers do not overflow, including, but not limited to, scheduling additional trash pickups, if necessary. Applicant shall also police the public alley and sidewalk (up to and including the curb) three times daily for refuse and other materials and maintain a clean, tidy and professional presence in these areas. Applicant shall not install exterior public pay telephones.

8. Noise and Privacy. Applicant shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibrations from the establishment are not audible from within the adjacent residential properties. Applicant will also take all

necessary steps to ensure that the music, noise, and vibrations are not disruptive to the adjacent residential property occupants' reasonable use of outdoor areas of their property. Should any sound, noise, or music be heard in any premises other than the licensed establishment, Applicant will take immediate remedial action. If necessary, Applicant will take reasonable steps to reduce noise emanating from the establishment from the opening of the entry and exit doors.

9. Dancing, Music and Entertainment. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees except during Special Events (Section 5). Applicant may have recorded music. Applicant shall keep all recorded music at a level that is inaudible, and free of any vibrations detectible from, outside the establishment.

10. Disk Jockey/Bands ("Live Music"). Applicant has informed the Community that it wishes to have a Disk Jockey ("DJ") or bands (up to 5 piece bands) for the purpose of hosting Special Events, as those discussed in Section 5. The use of the Live Music is intended simply to help create ambiance at the premises during such events. The use of the Live Music will cease promptly each evening at the same time that the kitchen closes for food service. If problems subsequently arise the parties will meet and negotiate in good faith to agree on whether the Live Music will be discontinued or other conditions placed on Applicant's use of the Live Music. The parties shall use the procedures of paragraph 15(b) in such reviews and negotiations.

11. Rats and Vermin Control. The Applicant shall provide rat and vermin control surrounding the dumpster area by providing outside traps of a size and composition too small to endanger cats and other pets and interior baiting. Any traps set shall not be accessible to cats. Applicant shall enter into a pest control contract with a licensed pest control company containing provisions commercially reasonable terms and reasonably agreeable to the ANC and the Blagden

Alley and Naylor Court Community. Applicant shall provide proof of its rat and vermin control contract upon request of the ANC and the Blagden Alley and Naylor Court Community.

12. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is encouraged to regularly send a representative to ANC 2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, N.W., Washington, D.C. 20005, and Blagden Alley and Naylor Court Meetings, which occur on the fourth Thursday of each month at 7:30 p.m. Locations for this meeting vary and are publicized prior to each meeting. Applicant, upon notice from the ANC or Blagden Alley and Naylor Court Community shall send a representative of the establishment to a meeting(s) of the respective organization to discuss and find reasonable ways to resolve any problems associated with its operations.

13. License Ownership. Applicant agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Applicant also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board. Applicant agrees to notify any prospective transferee, assignee or contractee of the existence of this Agreement and to provide them with a copy.

14. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant.

15. Informal Dispute Resolution.

a. Generally. In the case the Blagden Alley and Naylor Court Community has a concern regarding the operation of the business, they shall first contact the Applicant's Manager prior to involving the ANC, District of Columbia agencies or officials, or

law enforcement agencies, or instituting proceedings under this Agreement. Applicant shall also encourage any other individual not party to the Agreement to also contact the Applicant's manager as indicated above.

b. Review Procedures. Where this Agreement provides for or permits specific reviews, the parties will meet and negotiate in good faith over the matters under review. If the parties cannot agree, they may engage a mediator to assist in the negotiations.

16. Notices and Enforcement Before ABC Board. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken, unless the violation be of such a nature that more immediate action is required, in which case, the period for opportunity to cure shall be reduced to a reasonable time commensurate with the violation (such 30-day or shorter period is hereinafter referred to as the "cure period"). A material violation of this Agreement or its ABC license by Applicant, which has not been cured within the cure period, shall constitute cause for seeking a Show Cause Order from the ABC Board. 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.

17. Notice. Notice under this Agreement shall be in writing, and may be given by mail or by hand delivery. Mail notice shall be deemed effective as of three days after mailing and hand delivery upon actual delivery. Notices may be addressed:

If to Applicant, to:

George Beheshtian
Nima's Restaurant & Bar

1230 9th Street, N.W.
Washington, D.C. 20005

If to ANC 2F, to:

Advisory Neighborhood Commission 2F
P.O. Box 9348 – Mid-City Station
Washington, D.C. 20005
anc2f@starpower.net

With a copy to:

Chairman ANC2F at the address indicated for the then incumbent as
posted on the website, www.anc2f.org

If to the Bladgen Alley and Naylor Court Community, to:

The Bladgen Alley and Naylor Court Association
Attn: Harold Davitt, President (or current Association president, as it
changes)
905 M Street, N.W.
Washington, D.C. 20001

If to Other Community Parties, to the addresses indicated on the signature page.

Applicant and other signatories may change the notice address listed above by written notice to the other signatories at the addresses listed above. 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.

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

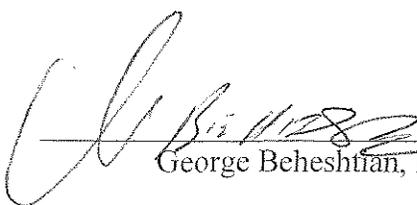
19. Other Parties. If any party executing this Agreement as an Other Community Party ceases to reside in the neighborhood or retain an ownership interest in such premises, all rights and obligations of such party under this Agreement shall terminate.

[Signature Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

APPLICANT:

Sam-Sam, LLC

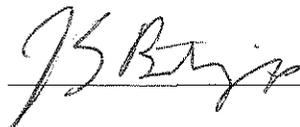
By: 
George Beheshlian, Managing Member

ADVISORY NEIGHBORHOOD COMMISSION 2F

By: 
Michael B. Benardo, Commissioner

THE BLAGDEN ALLEY AND NAYLOR COURT COMMUNITY

By: 
Hal Davitt, President

By: 
Scott Billings

By: 
Marthlu Bledsoe

By: 
Sherri Kimbel

By: 
Lynda Wright