

## VOLUNTARY AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 12<sup>th</sup> day of November, 2009 by and between Glad, LLC (hereinafter the "Applicant"), Advisory Neighborhood Commission 2B (hereinafter "ANC 2B"), Metropolitan Police Department ("MPD"), and a recognized group of seven (7) individuals owning or residing at 1520 16<sup>th</sup> Street, NW, protesting the application (hereinafter inclusively "Protestants").

**WHEREAS**, Applicant having filed a substantial change application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for expansion of its premises to include the second floor and a rooftop summer garden for the licensed premises at 1527 17<sup>th</sup> Street, N.W., Washington, D.C.

**WHEREAS**, Applicant hereby withdraws its application for a rooftop summer garden.

**WHEREAS**, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants will agree to the expansion of the ABC licensed premises and withdraw the Protests.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

- 1. Use of Second Floor:** Applicant is permitted to use the second floor space to include seating at tables and a bar not to exceed 48. The hours of operation and alcoholic beverage service will be those approved for the licensed premises heretofore.
- 2. Ingress/Egress to Second Floor:** Applicant shall construct an interior access from the first floor to the existing stairway entrance from the front of the establishment on 17<sup>th</sup> Street. Thus, ingress and egress to the second floor shall be either directly from the 17<sup>th</sup> Street entrance to the second floor, or through the first floor access to the existing stairway. However, no patron of the second floor shall be allowed to ingress or egress from the rear stairway leading to the alley abutting Stead Park. Such rear stairway is to be used in case of an emergency only.
- 3. Noise Suppression:** Sound attenuation methods will be utilized in the construction of the 2<sup>nd</sup> floor. Construction of a vestibule for an existing 1<sup>st</sup> floor entrance creating a second interior door will be completed before use of the second floor commences. Applicant will encourage employees and patrons, by posted signs or other printed notation, to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes or generate a noise complaint.
- 4. Cooperation with Residents:** Applicant agrees to meet, as needed, with the Protestants to discuss any problems arising from the operation of the Establishment. The Applicant agrees to work in good faith with the Protestants to resolve these problems.
- 5. Withdrawal of Protest:** Protestants agree to the expansion of the licensed premises to include second floor use and the withdrawal of their protests upon execution of this Agreement and provided that this Voluntary Agreement is incorporated into the Board's

order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

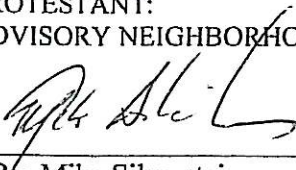
**6. Right to Protest:** The parties agree that Applicant will be given notice of any alleged violation of this Agreement, and will be afforded reasonable time to investigate and respond to any such complaint (not greater than ten (10) days). The parties agree that if reasonable discussion of violations is not resolved then any failure of the Applicant to adhere to the foregoing commitments would constitute a breach of this agreement and grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided by the D.C. Regulations.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 12<sup>th</sup> day of ~~October~~ November, 2009.

APPLICANT:  
GLAD, LLC

By: Latif Guler  
Managing Member

PROTESTANT:  
ADVISORY NEIGHBORHOOD COMMISSION 2B

  
By: Mike Silverstein  
Chairman

GROUP OF 7 INDIVIDUAL PROTESTANTS

By: Catherine R. Chen, Designated Representative

METROPOLITAN POLICE DEPARTMENT

MPD withdrew Protest  
By: see attached email  
confirmation

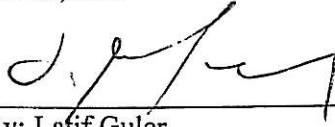
  
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DISTRICT OF COLUMBIA  
AT COUNTY CLERK'S OFFICE

order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

**6. Right to Protest:** The parties agree that Applicant will be given notice of any alleged violation of this Agreement, and will be afforded reasonable time to investigate and respond to any such complaint (not greater than ten (10) days). The parties agree that if reasonable discussion of violations is not resolved then any failure of the Applicant to adhere to the foregoing commitments would constitute a breach of this agreement and grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided by the D.C. Regulations.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 10<sup>th</sup> day of ~~October~~ November, 2009. *ccc*

APPLICANT:  
GLAD, LLC

  
By: Latif Guler  
Managing Member

PROTESTANT:  
ADVISORY NEIGHBORHOOD COMMISSION 2B

\_\_\_\_\_  
By: Mike Silverstein  
Chairman

GROUP OF 7 INDIVIDUAL PROTESTANTS

  
By: Catherine R. Chen, Designated Representative

METROPOLITAN POLICE DEPARTMENT

\_\_\_\_\_  
By:

**Michael D. Fonseca**

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**From:** Mcdonald, John C.(MPD) [John.Mcdonald2@dc.gov]  
**Sent:** Monday, November 02, 2009 8:05 PM  
**To:** Michael D. Fonseca; victor.wexler@dupontcircleanc.net; mikesilversteinusa@yahoo.com; RobinDiener@verizon.net; catherine.r.chen@gmail.com  
**Cc:** lguler@gmail.com  
**Subject:** RE: Revised Final Offer to ANC, MPD, and 16th Street Protestants

Good evening to all,  
With he recent revision the Metropolitan Police Department withdraws their protest and would like to recognize the efforts taken by both sides to reach an accord.  
Sincerely,  
Sergeant John McDonald

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**From:** Michael D. Fonseca [mailto:mfonseca@malliosobrien.com]  
**Sent:** Mon 11/2/2009 5:33 PM  
**To:** victor.wexler@dupontcircleanc.net; mikesilversteinusa@yahoo.com; RobinDiener@verizon.net; catherine.r.chen@gmail.com; Mcdonald, John C.(MPD)  
**Cc:** lguler@gmail.com  
**Subject:** Revised Final Offer to ANC, MPD, and 16th Street Protestants

Greetings all,

Latif is prepared to settle the protest as to all but the group of 24 represented by Allen Greenberg and Madison Jones. Attached is a revision of our last final offer which is the same as before but specifically provides for MPD signature and removes the group of 24. Thus, the rooftop summer garden application will be withdrawn without reservations.

We (Latif and I) must still prepare for the protest hearing. However, we ask for your prompt reply and confirmation of agreement to this offer. Please assist us in having the agreement executed before the November 18, 2009 protest hearing. We ask that representatives of the ANC and DCCA and Catherine testify in support of the approval of the expansion to the 2<sup>nd</sup> floor.

Best regards,

Michael D. Fonseca  
MALLIOS & O'BRIEN  
2600 Virginia Avenue, NW  
Suite 1112  
Washington, DC 20037  
(202) 625-7700  
(202) 625-7706 (Fax)  
mfonseca@malliosobrien.com

11/10/2009