


**In the Matter of:**

) License no.: 73982  
) Application no.: 61032  
) Order no.: 2006-019

The official records of the Board reflect that Darren A. Bowie, Chairperson, on behalf of Advisory Neighborhood Commission 2B and Mohammed Sameh Alimi, on behalf of Fantazia Corporation, have reached an agreement, dated October 13, 2005, which has been reduced to writing and has been properly executed and filed with the Board. Having determined that the October 13, 2005 agreement complies with all applicable laws and regulations, the Board does hereby, this 15<sup>th</sup> day of March 2006, **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 October 13, 2005 agreement.

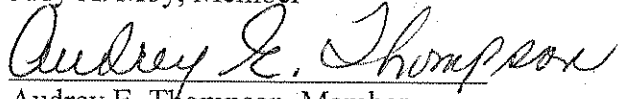
Fantazia Corporation  
t/a Legends  
License no. 61032  
Application no. 73982  
Page two

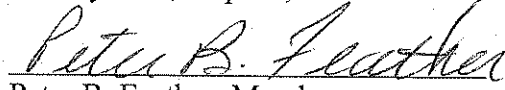
District of Columbia  
Alcoholic Beverage Control Board

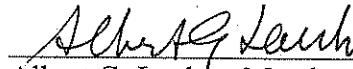
  
Charles A. Burger, Chairperson

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.

# AGREEMENT

GOVT OF THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION

2005 OCT 19 P 3:24

THIS AGREEMENT, made and entered into this 13th day of October 2005, (the "Agreement") by and between Fantazia Corporation, trading as Legends (hereinafter the "Applicant"), and Dupont Circle ANC 2B (hereinafter the "Protestant").

## WITNESSETH

WHEREAS, the Applicant has filed an application a class "DR" license for premises located at 2157 P Street, NW, Washington, DC (Application #73982) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") to include a sidewalk café for the business known as Legends located at 2157 P Street, NW, Washington, DC 20037;

WHEREAS, in connection with the application for a new license, Applicant also has requested permission to serve alcoholic beverages at its sidewalk café;

WHEREAS, the Protestant has filed a protest opposing the granting of Applicant's application;

WHEREAS, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching agreements of resolution, the Parties hereto desire to enter into an agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the related license, the issuance of a stipulated license, and withdrawal of its Protest provided that such agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such 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 above are incorporated herein by referenced.

2. **Capacity.**

2.1 Applicant's capacity for the interior of the establishment shall be no more than 15.

2.2 Applicant shall have seating for no more than 14 in its sidewalk café. Applicant shall request, in writing, that the Certificate of Use issued for its sidewalk cafe set forth the limitation on seats contained in this Agreement.

3. **Hours of Alcoholic Beverage Service.**

Applicant shall serve alcoholic beverages only between the following hours:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Interior	11 a.m. – 1 a.m.	11 a.m. – 1 a.m.	11 a.m. – 1 a.m.	11 a.m. – 1 a.m.	11 a.m. – 2 a.m.	11 a.m. – 2 a.m.	11 a.m. – 1 a.m.
Sidewalk café	11 a.m. – 10 p.m.	11 a.m. – 10 p.m.	11 a.m. – 10 p.m.	11 a.m. – 10 p.m.	11 a.m. – 11 p.m.	11 a.m. – 11 p.m.	11 a.m. – 10 p.m.

Nothing in this Agreement shall require Applicant to close or to stop serving food before midnight every day of the week.

Applicant will comply in all respects with the requirements of its license or other requirements of law, including but not limited to maintaining the appropriate ratio between food service and liquor sales, refusing sale of liquor or cigarettes to legally underage persons, and refusing to sell alcohol to inebriated patrons.

Applicant's managers shall receive alcohol awareness training (e.g. TIPS, TAM or any program which may be offered by the Metropolitan Police Department) within forty-five (45) days of the granting of a stipulated license and thereafter within forty-five (45) days of employment.

#### **4. Outdoor Sidewalk Café**

Applicant shall be permitted to serve food and alcoholic beverages during the following hours:

- |     |                                 |                         |
|-----|---------------------------------|-------------------------|
| 4.1 | <b>Sunday through Thursday:</b> | 11:00 a.m. – 10:00 p.m. |
| 4.2 | <b>Friday &amp; Saturday</b>    | 11:00 a.m. – 11:00 p.m. |

4.3 No food or beverage orders will be taken less than 30 minutes before the above sidewalk café closing times. Patrons will be given an oral notice, "last call," sometime prior to 30 minutes before the above-closing times. Patrons will be requested to depart the sidewalk café promptly at café closing time, or be requested to move inside the restaurant for further service. Applicant agrees to request that the above hours for the sidewalk café area be incorporated into any Certificate of Use and Public Space Permit issued by the Department of Consumer and Regulatory Affairs and DDOT respectively.

#### **5. Nightly Outside Chair Storage.**

All chairs used in connection with the sidewalk café will be neatly stacked and locked outside the restaurant nightly. Tables will be moved neatly against the wall of the restaurant.

#### **6. Loitering, Trash Removal, and Outside Maintenance.**

6.1 Applicant shall assist in the maintenance of the alleyway and the space in front of and adjacent to the establishment to at least 18 inches outward from the curb as needed to keep them free of trash, to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

6.2 Applicant shall make reasonable and lawful efforts to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

6.3 Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash area, and see that the trash area remains clean.

6.4 Applicant shall provide for the proper removal of grease and oils and will not deposit these substances for removal in dumpster.

6.5 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. All garbage from the sidewalk café will be stored inside the restaurant, or in appropriate containers in the rear of the building. No trash will be stored in the area of the sidewalk café.

6.6 Applicant will hose down areas in front of and in the rear of the establishment as necessary to remove food debris, except in below freezing weather.

6.7 Applicant will make every reasonable effort to eliminate food sources for rodents and work with appropriate city agencies and private entities where necessary to eliminate the rodent population.

6.8 Applicant will install and in a neighborly manner maintain a neat, black wrought iron tree guards in the front public space tree boxes, consistent with others of those in the neighborhood.

**7. Consideration of the Neighborhood.**

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage those using and/or leaving the establishment to keep conversations/noise down at all times, especially after 10 p.m.

**8. Noise/Music/Dancing.**

In addition to Sections 4.3, 6.2, and 7, Applicant acknowledges familiarity with and will comply with noise-control provisions of 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 23 DCMR §905. Applicant shall at all times be in compliance with the D.C. Noise Control Act. No outdoor music, live or taped, shall be heard or played in the outdoor cafe. The doors and windows of the premises will be kept closed at all times during business hours when live music is being played or a 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. There shall be no music played on the roof.

**9. Exterior and Public Space and Sidewalk Café Usage Provisions.**

9.1 Applicant will comply with all applicable signage regulations, including those for historic districts and will remove those that are in violation.

9.2 The sidewalk café shall be operated from April 1 to November 30 inclusive. ~~All tables and chairs shall be removed from the front of the premises from December 1 through March 31.~~ *TSR DAB*

9.3 The consumption of food by each sidewalk café patron shall be encouraged.

**10. Modification**

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 2B, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC 2B.

**11. Regulations**

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

**12. Approval of stipulated license.**

ANC 2B agrees to the issuance of a stipulated license provided that the present Agreement is incorporated into the Board's order granting the license, which order is thereby conditioned upon compliance with such Agreement.

Applicant will comply in all respects with the requirements of its license or other requirements of law, including but not limited to maintaining the appropriate ratio between food service and liquor sales, refusing sale of liquor or cigarettes to legally underage persons, and refusing to sell alcohol to inebriated patrons.

Applicant's managers shall receive alcohol awareness training (e.g. TIPS, TAM or any program which may be offered by the Metropolitan Police Department) within forty-five (45) days of the granting of a stipulated license and thereafter within forty-five (45) days of employment.

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6.6 Applicant will hose down areas in front of and in the rear of the establishment as necessary to remove food debris, except in below freezing weather.

**13. Counterparts.**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

**14. Substantial changes.**

Prior to undertaking any changes in the nature of its business operations or physical facilities which are contrary to the terms of this Agreement or which might be deemed "substantial" within the meaning of 23 DCMR §505, the Applicant shall afford ANC 2B a minimum of thirty (30) days prior notice of its intentions to undertake such changes. No such changes shall be undertaken by Applicant prior to amendment of this agreement, or alternately, affirmative approval of the ABC Board after notice duly given to ANC 2B.

**15. Severability.**

In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

**APPLICANT:**

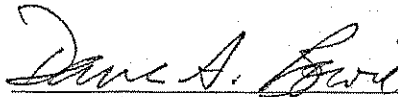
Legends

By: 

Mohammed Sameh Alimi

Date Signed: October 13, 2005

**ANC 2B:**



By: Darren A. Bowie, Chair

Date Signed: October 13, 2005

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Dupont Circle Advisory Neighborhood Commission 2B



GOVT OF THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION

2005 OCT 19 P 3 24

October 14, 2005

REC'D BY ZPC

Mr. Charles A. Burger, Chairman  
Alcoholic Beverage Control Board  
941 North Capitol Street NE  
Suite 7200  
Washington, DC 20002

Re: ABC License No. 73982, Fantazia Corp., T/A Legends Restaurant, 2157 P  
Street NW

Dear Chairman Burger:

At its regular meeting on October 13, 2005, the Dupont Circle Advisory Neighborhood Commission ("Commission" or "ANC 2B") considered the request for a new DR license filed by Fantazia Corporation, T/A Legends, 2157 P Street NW. With eight of nine Commissioners in attendance, a quorum at a duly noticed public meeting, the Commission approved the following motion by a vote of 8-0:

ANC 2B 1) protests the requested DR license by Fantazia Corporation, T/A Legends, 2157 P Street NW; based on concerns about peace, order, and quiet; 2) requests the Alcoholic Beverage Control Board ("Board") to approve the attached Voluntary Agreement in settlement of that protest; and 3) **approves the issuance of a stipulated license** for the applicant, conditioned upon acceptance of the attached Voluntary Agreement by the Board.

Commissioner Karyn-Siobhan Robinson (ANC 2B02) is the Commission's representative on this matter. Commissioner Robinson may be reached at Dupont\_anc\_2B02@yahoo.com or at (202) 486-5378 for additional information or assistance.

ON BEHALF OF THE COMMISSION.

Sincerely,

Darren A. Bowie  
Chairman

cc: Mohammed Sameh Alimi  
Legends Restaurant,