

**Town of Vienna**  
**Planning Commission &**  
**Board of Zoning Appeals**  
**Conditional Use Permit Application**

Application Number: PF-26-17 -CUP

(Office Use Only)

Name of Project: Bey Restaurant & Lounge Zoning: \_\_\_\_\_

Address of Subject Property: 303 Mill St NE Vienna VA 22180

Legal Description: Restaurant/Lounge

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Section: \_\_\_\_\_

Subdivision: \_\_\_\_\_

Square Footage: 3200

Present Use of Property: 100

Reason for Requesting a Conditional Use Permit (Provide additional pages as necessary):

In the existing establishment of Bey Lounge & Bistro Located at the above mentioned address, we are filling an application for a 3 year renewal of the existing conditional use permit of live entertainment that our patrons have been enjoying at our establishment for the past 3 years and has had tremendous success with around 600 customers visiting our restaurant on a weekly basis to enjoy the Lebanese/Mediterranean fusion cuisine we offer, the mixed cocktails and drinks as well the the hookah and most importantly to enjoy the live music shows in which more than 35,000 have so far enjoyed our shows in the past 3 years.

Signature (Owner or Agent): *Rawad*

Name of Owner(s): Rawad Hasrouni

Address: 9105 Leesburg Pike Vienna VA 22182 Phone: 4403364664

E-mail Address: rawad@woodenbakeryusa.com

Name of Agent(s): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail Address (for "Contact Person"): \_\_\_\_\_

The following is a list of information, or items, to be furnished along with the application for a conditional use permit in conformance with Sections 18-209:216 and Articles 5:15 of Chapter 18 of the Code of the Town of Vienna, Virginia. Applications will not be considered complete and eligible for review, and placement upon an agenda, until the information listed below has been received at least twenty-eight (28) days prior to the next available Planning Commission meeting, and thirty-five (35) days prior to the next meeting of the Board of Zoning Appeals. All such requests shall be accompanied by the following information:

1. **Complete Application** with all requested information provided in this application.
2. **Twenty (20) Copies** of all supporting documentation (all documents larger than 8.5"x11" must be folded).
3. **Twenty (20) Folded Copies** of **approved site plans**, when applicable, and all supporting information in conformance with all of the requirements of 18-250:255 of Town Code. To be included along with the approved site plans is the following information:
  - a. A certificate of survey, or plat, showing the legal description and boundary lines of the subject tract for which the conditional use permit is requested and owner(s), present zoning and use of all properties contiguous to the subject tract. Also required is a vicinity map clearly indicating the location of the applicant's property in relation to other major features in the Town of Vienna.
  - b. A detailed written description of all proposed improvements, along with all additional information as required by other regulatory agencies, including floor plans, interior structure information, required inspection reports, etc.
4. **One (1) Copy** of a listing of the names and addresses of the owners of all properties adjoining and all lands lying on the opposite sides of all streets and alleys abutting the subject tract for which the variance or appeal is being requested. (This information may be easily obtained online at the following address: <http://icare.fairfaxcounty.gov/fxcare/Main/Home.aspx>).
5. **Electronic Copy** of application and plans submitted via email or flash drive.

**Note: Section 18-216 of the Town Code specifies that any conditional use permit authorized by the Board shall be valid only for six (6) months unless construction or the related operation has commenced.**

THE TOWN OF VIENNA IS COMMITTED TO FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT STANDARDS. TRANSLATION SERVICES, ASSISTANCE OR ACCOMMODATION REQUESTS FROM PERSONS WITH DISABILITIES ARE TO BE REQUESTED NOT LESS THAN 3 WORKING DAYS BEFORE THE DAY OF THE EVENT. PLEASE CALL (703) 255-6300 (Voice) OR TTY 711.





Gary D.



Sep 11, 2016, 12:47 PM

A great, great Saturday night option. Off the main strip; but in the heart of Tyson's Corner area, this industrial looking bar/restaurant/lounge offers a great selection of middle-eastern cuisine, great appetizers, and perfectly prepared drinks.

If you wish to stay for entertainment (and you should); try to make your dinner reservations for around 8:30-9:00 pm. This will allow you to wrap up around the start of live music; which starts at 10:30.

At 10:30 this place immediately gets packed. Without reservations; without a table...you are almost out of luck, as there are only 20 bar seats. IT GETS PACKED FOR GOOD REASON! LIVE MUSIC IS AWESOME; CROWD GETS INTO IT...BIG TIME!

Keep this review in mind as you read others. Many YELPERS did not stay till the 10:30-2:00 time frame....so they only got a sample of how great this place is.

Hookahs are perfectly prepped; refresher coals are brought regularly. The staff is as friendly as they are attractive. Very attentive to your needs!

The band on Saturday's is epic. A three-four person ensemble of great musicians; who can sing and play multiple regional instruments; occasionally multiple instruments at one time.

Write a response...







COUNTY OF FAIRFAX VIRGINIA  
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES  
LAND DEVELOPMENT SERVICES

VIRGINIA UNIFORM STATEWIDE BUILDING CODE  
AND THE CODE OF THE COUNTY OF FAIRFAX

29

MAXIMUM NUMBER OF OCCUPANTS

ADDRESS: 303 Mill St. NE  
AREA DESIGNATION: Mezzanine  
RESTRICTIONS: Restaurant use only

Date	10/23/2015
By	<i>Valerie Maislin</i>
For	<i>Brian Foley</i> Building Official



THIS SIGN SHALL BE POSTED IN A CONSPICUOUS LOCATION AT ALL TIMES



COUNTY OF FAIRFAX VIRGINIA  
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES  
LAND DEVELOPMENT SERVICES

VIRGINIA UNIFORM STATEWIDE BUILDING CODE  
AND THE CODE OF THE COUNTY OF FAIRFAX

MAXIMUM NUMBER OF OCCUPANTS

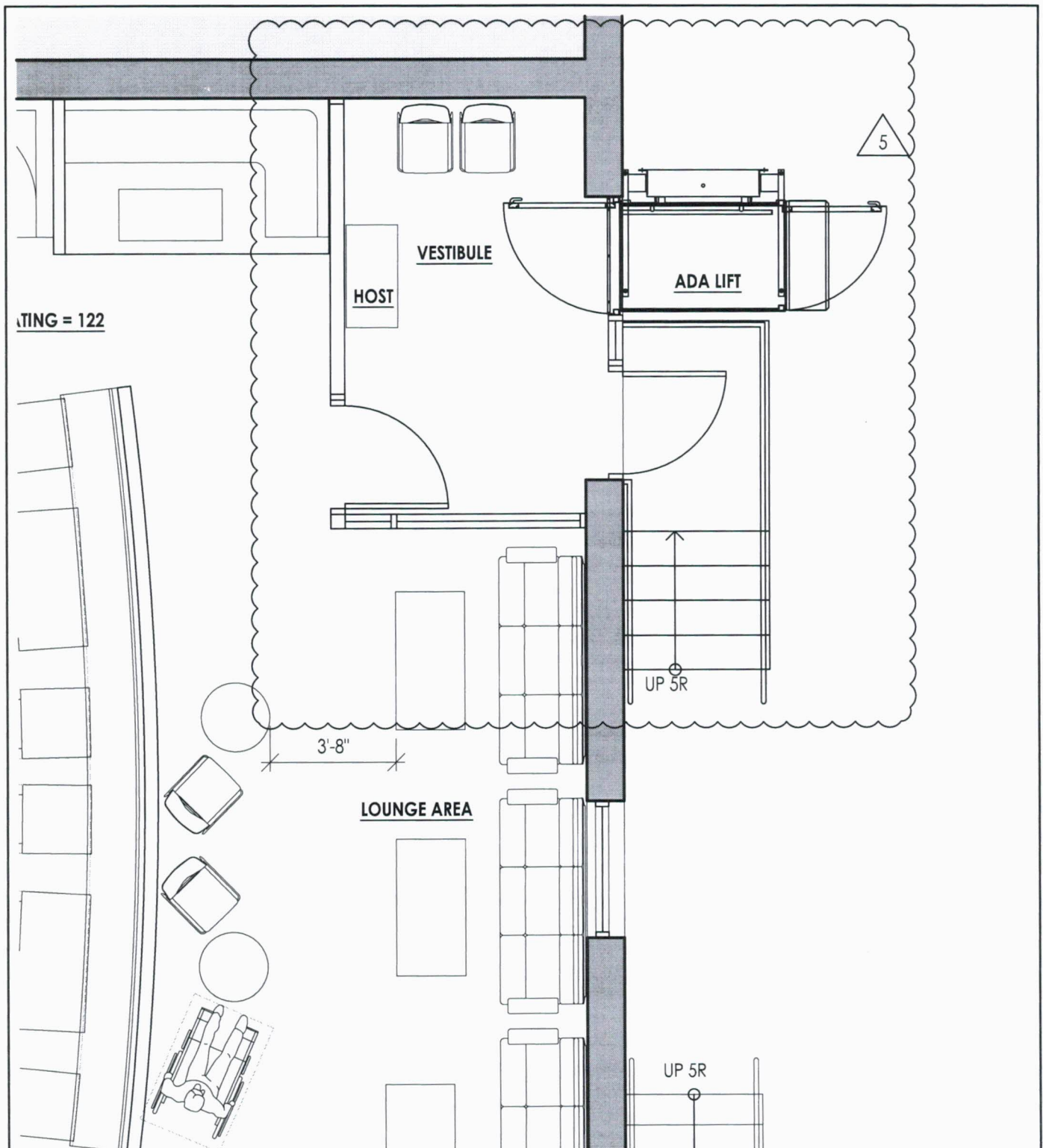
ADDRESS: 303 Mill St. NE  
AREA DESIGNATION: Main Floor  
RESTRICTIONS: Restaurant use only

Date	10/23/2015
By	<i>Valerie Maislin</i>
For	<i>Brian Foley</i> Building Official



THIS SIGN SHALL BE POSTED IN A CONSPICUOUS LOCATION AT ALL TIMES





## VESTIBULE NEW REFERENCE PART PLAN

1/4" = 1'-0"

(1421/PLANS-I)

**McAllister**  
ARCHITECTS, P.C.

DATE: 03/07/2015

SCALE: 1/4" = 1'-0"

DRAWN BY: GASIM ELFAKI

PROJECT: WOODEN CAFE' RENOVATION

CITY OF VIENNA

303 MILL STREET, VIENNA, VA 22180

**ASK - 04**

1421 REF.: 1/A1.1

1435 POWHATAN STREET ALEXANDRIA VA 22314 703.519.8623 703.519.0102.FAX EMAIL@MCA-ARCH.COM





# **MILLER, BEAM & PAGANELLI, INC.**

CONSULTANTS IN ACOUSTICS, VIBRATION & AUDIOVISUAL SYSTEM DESIGN

April 27, 2017

Rawad Hasrouni  
Bey Lounge  
303 Mill Street  
Vienna, VA

Re: Bey Lounge  
April 21, 2017 Acoustical Survey Results

Dear Mr. Hasrouni:

An acoustical survey was made at your location April 21, 2017 in order to inspect the implementation of our previous noise control recommendations. It appears that you have properly implemented all of the recommendations and we understand that you have not received any noise complaints in the 3 months since their completion. This is especially significant at this time of year as people will tend to have open windows which of course would allow more sound to enter their home.

Sincerely,

Martin J. Beam  
Principal



**MILLER, BEAM & PAGANELLI, INC.**  
CONSULTANTS IN ACOUSTICS, VIBRATION & AUDIOVISUAL SYSTEM DESIGN

October 27, 2016

Rawad Hasrouni  
Bey Lounge  
303 Mill Street  
Vienna, VA

Re: Bey Lounge  
Acoustical Consulting Services Proposal

Dear Mr. Hasrouni:

We offer the following scope of services to address the noise complaints from the neighboring residential properties. We will review the local noise ordinance. We will perform a site survey of the existing building construction and take sound readings with the sound system in typical operation to assess likely paths that the music is taking to reach the neighbors, and develop cost effective sound recommendations to meet the local noise ordinance. We will document our survey results and recommendations in our standard format including engineering sketches if necessary to clearly convey the design intent. We will be available by phone or email to answer questions from the contractor selected to install the recommendations to ensure that the recommendations are properly understood and implemented. We will provide expert testimony before the BZA. We will perform the above scope of services for a cost of \$4,500 based on 1 site survey, 1 BZA meeting, and payment made during the site survey. Additional site surveys will be performed at your request for a cost of \$1200.

We appreciate the opportunity to provide the above scope of services for this project in order to achieve cost-effective noise control solutions. If there are any questions on the proposal please contact me.

Sincerely,

Martin J. Beam  
Principal

Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_





**MILLER, BEAM & PAGANELLI, INC.**  
CONSULTANTS IN ACOUSTICS, VIBRATION & AUDIOVISUAL SYSTEM DESIGN

November 7, 2016

Rawad Hasrouni  
Bey Lounge  
303 Mill Street  
Vienna, VA

Re: Bey Lounge  
Acoustical Survey Results & Noise Control Recommendations

Dear Mr. Hasrouni:

An acoustical survey was made at your location October 27, 2016 in order to assess the noise impact of the music sound system on the neighboring residential properties and to inspect the existing construction to determine the primary paths that sound from the club is taking to reach the residences.

CRITERIA

The Town of Vienna noise code is a subjective code prohibiting "noise disturbances" across a property line as opposed to an objective code prohibiting noise in excess of a certain decibel level. The Fairfax County noise code is an objective code which prohibits noise in excess of 55 dBA to cross a residential property line.

SURVEY RESULTS & RECOMMENDATIONS

Sound level measurements were made inside the club with a DJ playing music at the highest typical level which we measured at 100 dBA on the dance floor. The sound level measured at the residential property line along the fence line behind your building was 43 dBA which is well below the sound level allowed by Fairfax County but which was still faintly audible due to the musical content.

In evaluating the following survey results and recommendations, it is important to understand that the decibel scale is logarithmic. A 3 decibel change (increase or decrease) is therefore equal to a factor of 2 in energy (such as changing a hi-fi amplifier from 5 watts to 10 watts, or vice versa), but to the human ear is the minimum perceptible difference in noise levels. A change of 10 dB is a factor of 10 in energy (5 watts to 50 watts, or vice versa) and subjectively is twice (or one-half) as loud. The A-weighted decibel level (dBA) is the most universally used single number rating for human reaction to sound and approximates the ear's response by discounting low frequency sounds where our ears are less sensitive and emphasizing middle and high frequencies where our ears are most sensitive.

Our survey of the construction of the club revealed multiple paths that the sound is using to escape the club which should be addressed in order to reduce the sound impact on your neighbors. The easiest method to reduce the sound escaping from the club is to limit the sound level from the speakers, especially the subwoofer as the bass frequencies are the most difficult to attenuate with construction. We recommend reducing the overall sound level by 5 to 10 dBA and reducing the subwoofer volume by 10 to 15 dB. In addition, the use of 2 subwoofers is unnecessary for good low frequency sound and 1 of these subs should be disconnected. Also, the functioning sub is currently

sitting directly on the concrete floor which imparts the sub vibration and sound directly into the structure. We recommend that a 2" thickness of 3 lb density fiberglass board, Owens-Corning 703 or equal, be installed between the sub and the floor as well as on the top and all sides of the sub.

The glass doors and windows are the weakest element in the current construction. For the rear windows which you don't need to use as windows in the future we recommend that they be removed and the openings sealed with concrete block to match the surrounding structure. Alternately, fiberglass batt insulation (such as pink Owens-Corning or equal) could be installed on both sides of the window and then 2 layers of cement board, Durock or equal, should be installed to seal the window openings. For the front windows which you want to retain we recommend that minimum ½" thick laminated glass storm windows be installed on either side of the existing windows such that the distance between the existing and new window is maximized. The vestibule you built for the main entrance door so that the sound has to pass through both doors of the vestibule is effective if you strive to ensure that both doors are not open at the same time, which we understand is your current practice. For the other glass door in the front of the building, we would recommend eliminating this door if it is not necessary. Alternately, hanging a sound blocking curtain on the inside face of the door, <http://www.kineticsnoise.com/industrial/knm.html>, Kinetics model KNM-200B or equal, will do a good job of reducing the noise escaping via this door.

The metal doors at the back of the club are currently not sealed around their perimeter which is allowing sound to escape. We recommend that rubber bulbous weatherstripping be used to seal the perimeter of all 3 fire doors and the door leading from the club balcony area into the management office.

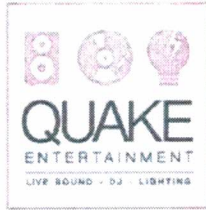
We noted various holes in the rear wall of the building and recommend that these holes be sealed with grout. There is also an abandoned vent pipe extending from the roof which is a path for sound to escape. This should be eliminated if possible or stuffed with fiberglass and sealed with cement board on each end.

After the above recommendations are implemented a follow up survey can be made to determine if secondary noise paths become evident and need to be addressed.

Sincerely,

Martin J. Beam  
Principal





To whom it may concern,

This letter is to certify that Bey restaurant & lounge located at 303 A Mill St NE Vienna VA 22180, used our professional services to survey, setup, configure and tweak their in house sound and lighting system. Our engineers performed acoustic tests prior to installation and measured noise levels inside and outside of the venue. The sound system includes 4 line array stacks, 2 x 18" sub woofers, 2 x 15" monitors and 2 x small 12" PA speakers used to low profile music. The arrays are VRX932LA, which are directional speakers so sound can be controlled. The sub woofers are low laying Subs so bass reflex travels on a low distance and stays contained within the venue. The system is also limited across the whole venue so it cannot exceed the legal limits and can be lowered at any time to meet new or future standards. Our team recommended installing a sound proof curtain across the whole wall by the front area which was installed by our client.

Upon completion of the installation, our team performed another noise level measurement and found to be below the legal limit.


Our team was called after a noise complaint and performed a site survey again. We determined that a speaker in the Mezzanine area was directing sound outside and leaking noise through the window. The speaker was then removed and we asked the venue owner to insulate the window and seal it with dry wall.

The venue mentioned above is fully compliant with sound, lighting services setup by Quake Entertainment LLC. if you have any questions or concerns please feel free to contact us at [info@Quake-entertainment.com](mailto:info@Quake-entertainment.com) or by calling 1-855-90-QUAKE

Sincerely,

Hussein Harb  
Sound Engineer / Owner  
Quake Entertainment  
Live Sound - DJ Events - Lighting  
Installation - Maintenance - Support  
855-90-QUAKE (78253) x 504  
[www.Quake-entertainment.com](http://www.Quake-entertainment.com)

License Copy

BUSINESS OFFICE COPY	Town of Vienna Commonwealth of Virginia Business License	2018 License Number 1902
<p>Owner Name: LELA LLC</p> <p>DBA: WOODEN BAKERY/ BEY</p> <p>Address: 303 MILL ST NE A &amp; B</p> <p>City, State Zip: VIENNA, VA 22180</p>		<div data-bbox="772 1409 900 1990"><p>RESTAURANT MIXED BEVERAGES 50-100 WINE &amp; BEER ON &amp; OFF PREMISES</p></div> <div data-bbox="735 323 1299 611"></div> <div data-bbox="1321 1304 1378 1976"><p>By <u>Maria Sykes</u> Treasurer, Town of Vienna, Virginia</p></div> <div data-bbox="1347 128 1390 667"><p>Issue Date: MAR 22 2018</p></div>





Daniel V. Gray  
Deputy Chief  
Fire Prevention Division

County of Fairfax  
Fire and Rescue Department  
Fire Prevention Division  
(703) 246-4800

L 33774

Account Number:

152800285

Non RUP Number:

## FIRE PREVENTION CODE PERMIT

SFPC-108.1 Virginia Statewide Fire Prevention Code Section 27-98 Code of Virginia

The fire official has approved the listed business, firm or person to conduct the following use:

ASSEMBLY/EDUCATION 50+ OCCUPANT/3ASMB

### Location:

WOODEN BAKERY/BEY RESTAURANT

303 Mill St NE

VIENNA VA 22180-4525

Phone: (703)242-2132 x

Emergency Ph:

This permit must be prominently displayed at all times. This permit must be renewed yearly. This permit may be revoked at anytime for failure to remain in conformity with applicable regulations.

Signed:

*Daniel V. Gray*

Deputy Fire Chief, Fire Prevention Division

Issued By:

*Daniel V. Gray*

Date

12/15/17

Fire Station:

402

Batt: 402

FP Permit License

FSA 7339 09/06

Permit Expires: 11/30/2018

2018



Bey Restaurant & Lounge  
303 A Mill St Vienna VA 22180  
(703)242-2116  
Rawad@woodenbakeryusa.com

To whom it may concern,

The business hours of the above stated business are the following:

Monday: 5pm - 12:30am

Tuesday: 5pm – 12:30am

Wednesday: 5pm – 12:30 am

Thursday: 5pm – 2:00 am

Friday: 5pm – 2:00 am

Saturday: 5pm – 2:00 am

Sunday: 5pm – 12:30 am

Bey restaurant & lounge has enough parking spaces (30 immediate parking spaces in front of the building, and plenty of public parking spaces within 400 feet of the business) to accommodate the number of patrons visiting the restaurant, and the peak hours of operations of the business are after 8 pm which is when all other businesses on the street are closed.

Bey Restaurant & Lounge meets Virginia ABC "last call " regulations of 2 am and strictly follows all rules, guidelines and laws of the state of Virginia ABC.

If you have any questions or concerns I can be reached directly at (440)336-4664

Rawad Hasrouni(owner)

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Bey Lounge & Bistro  
303 A Mill St Vienna VA 22180  
(703)242-2116  
Rawad@woodenbakeryusa.com  
3/15/2018

### **Introduction:**

In the existing establishment of Bey Lounge & Bistro Located at the above mentioned address, we are filling an application for a 3 year renewal of the existing conditional use permit of live entertainment that our patrons have been enjoying at our establishment for the past 3 years and has had tremendous success with around 600 customers visiting our restaurant on a weekly basis to enjoy the Lebanese/Mediterranean fusion cuisine we offer, the mixed cocktails and drinks as well the hookah and most importantly to enjoy the live music shows in which more than 35,000 have so far enjoyed our shows in the past 3 years..

### **Target:**

We have been in the past 23years mainly targeting local residents within the 3 mile radius of our location, and that has been the biggest portion of our business. Due to the popularity of the concept that we have created we had customers visit us from all over the places, as we are now considered a destination place due to the unique location we are in and to the offerings we have at our establishment. We even had people travel from different states to come visit our restaurant and enjoy the food, drinks, hookah and most importantly the shows we offer.

### **Goals:**

It has been and remain our main goal at Bey Lounge & Bistro to give our customers the ultimate experience when they visit our establishment, as we are different then your typical restaurant. We enhance that experience with the live Entertainment that we offer and that is the main attraction we currently have that keeps our patrons coming back. I "Rawad Hasrouni (owner)" have invested my life savings into this establishment and borrowed money on top of that as a business loan to complete this project, or i should call it my **DREAM**. Now this dream has come true and nothing feels better than seeing your dream of a project come true and being successful and hearing the great feedback from your clients.

### **Features:**

The sound system was designed by a professional sound system company (quake entertainment link to their website is [www.quake-entertainment.cim](http://www.quake-entertainment.cim)) to fit our space and to contain the sound inside the space only by the way the Speakers are laid out in the dining room. Due to some noise complaints from our neighbor residing on the street that is behind our establishment, we took drastic measures to make sure our 1 neighbor is not disturbed, since March 2017 after all the recommended sound proofing remedies were approved and completed there has not been any sound complains. Since our last hearing in November 2017 where we met our newest neighbor "Nathan" we have worked very closely with him to ensure that everything we do is to his satisfaction and he was tremendously helpful with his insights and kept a weekly measurements and log on sound levels to verify the sound does not go beyond the agreed decibel levels and we brought the sound consultant Mr Martin Beam to do independent and more advanced and accurate measurements as well during a live show in which it showed levels below the agreed upon dB level.

Below is the timeline of our sound proofing efforts we have done in the past 3 years.

- We brought the sound consultant to conduct a study and figure out where the sound is leaking to the outside of the building from (even though the leakage was within the allowed sound limits decibel readings of Fairfax county)
- It was determined that there was some leakage (please see attached report), and the main issue was that whenever the main front door is opened for customers to enter the restaurant, the noise leaks to the exterior front of the building.
- The solution was to build a vestibule around the main entrance to prevent the sound from exiting the restaurant.
- We hired an engineer who conducted all of the designs and drawings needed by the town and the county.
- Minor recommendations in the attached letter from the sound consultant were completed which tremendously helped.
- We completed the sound proofing recommendations by March 2017.
- We invested additional money to reduce the size of the sound system in our restaurant.
- We worked with sound consultants to do independent measurements to verify that we are below the required sound level
- We worked with our system sound engineer to limit the sound system to even a lower level that we originally had it

We also added additional noise reducing special drapes all around the interior of the establishment to help with the noise reduction.

After all being complete we invested around Twenty thousand dollars (\$30,000) to make sure we even accommodate our 1 neighbor that had an issue with the sound level, and that proves the level of commitment we have to our community and that we are willing to go above and beyond to do whatever we have to do.

Before adding the vestibule and the second door we received some sound complaints from our neighbors even though the sound level falls under the required decibels of Fairfax County, after the vestibule was added and the recommended sound proofing complete we have not had a sound complaint since.

The conclusion since our last CUP renewal we have not had any sound citation.

### **Neighborhood:**

We are located in an industrial neighborhood, with very minimal visibility for anyone to notice us.

Elements such as the live entertainment is what keeps our business going, it makes us a unique destination venue and separates us from the rest, and even though we are in a really tough location, we attract quite a few customers that are fans of live entertainment and these customers are not typically the younger crowd that likes the live shows, as our average client is typically over 30 years of age.

### **Value Added:**

In the past 3 years that we have been operating in the Town of Vienna, we have accomplished a lot and below is a breakdown:

- Created an additional 20 Jobs in the town. (Chef, Servers, bartenders, Security, Hookah makers, busboys, Manager)
  - Increased Revenue of our business from 1 Million dollars annually to 2.5 Million with a goal of 5 Million within the next 5 years, which reflects additional tax income for the town.
  - Made over 35,000 clients happy and gave them a memorable experience.
  - Became a known destination place.
  - Donated to various charities, churches, and sponsored local events such as the Viva Vienna.
- (I attached one of the reviews of a local neighbor customer)

### **Misconception:**

As you see live entertainment plays a vital role in our business survival, and without it we face a high risk of shutting down our operation as our business model is based on it. There is a major misconception that the live entertainment is what causes the noise complaints, which was proven wrong by 2 professional sound consultants and remedies, have been put in place for sound proofing.

In addition live entertainment help us attract a mature crowd, a crowd that appreciates the art of live entertainment.



**Crowd Control:**

To maintain a good crowd control at our establishment during our peak hours, we hired additional security to control the crowd and minimize the noise level in the parking lot and that has been very efficient. As well as a valet service to control the flow of vehicles.

**Conclusion:**

We really appreciate your time in considering our application and we hope we have been up to expectations in our 3 year trial period, where we wanted to prove that we are a great neighbor to have around, a value added to the Town of Vienna, a concept that fits the town's vision and if there is a problem/issue to go above and beyond to correct it.

If you have any questions or concerns I can be reached directly at (440)336-4664

Rawad Hasrouni (owner)

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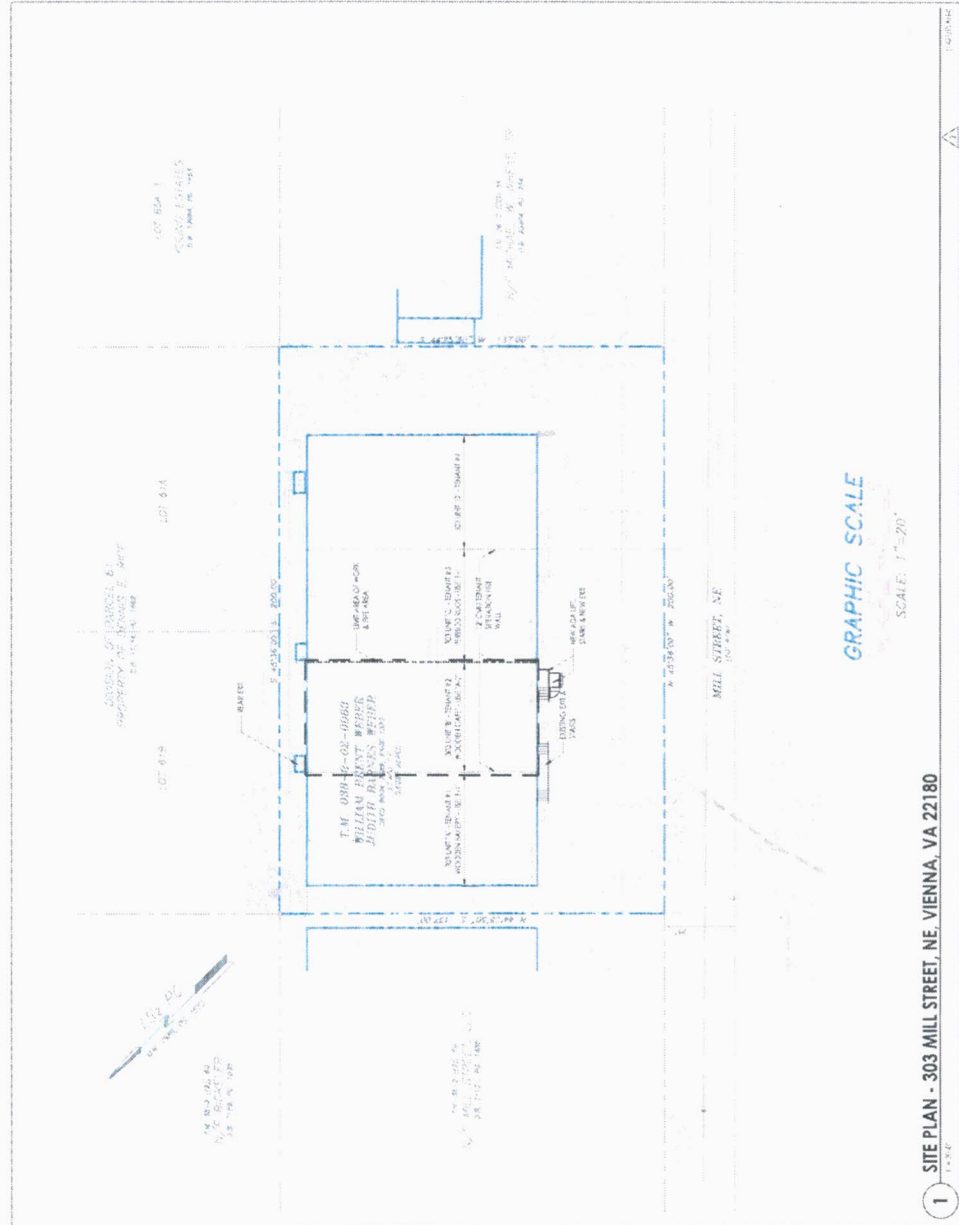
**WOODEN BAKERY & CAFE**

**WOODEN CAFE'  
RENOVATION**

PROJECT NUMBER 1421

BUILDING SITE PLAN

### CS1.3





## SOUND LEVEL MEASUREMENTS

Date	DB Level Back Fence
3/31/2017	49.1
4/1/2017	48.2
4/7/2017	50.3
4/8/2018	48.7
4/14/2017	49.5
4/15/2017	50
4/21/2017	49.8
4/22/2017	49.5
4/28/2017	49.1
4/29/2017	50.3
5/5/2017	48.5
5/6/2017	48.3
5/12/2017	48.7
5/13/2017	49.1
5/19/2017	48.9
5/20/2017	50
5/26/2017	49.6
5/27/2017	48.5
6/2/2017	48.2
6/3/2017	48.9
6/9/2017	49.2
6/10/2017	50.1
6/16/2017	50.3
6/17/2017	49.6
6/23/2017	48.5
6/24/2017	48.7
6/30/2017	48.9
7/1/2017	48
7/7/2017	49.2
7/8/2017	49.5
7/14/2017	49.1
7/15/2017	48.9
7/21/2017	48.5
7/22/2017	48
7/28/2017	48.1
7/29/2017	48.5
8/4/2017	48.7
8/5/2017	49.2
8/11/2017	49.1
8/12/2017	49
8/18/2017	48.7
8/19/2017	49.2
8/25/2017	48.5

8/26/2017	48.7
9/1/2017	49.3
9/2/2017	48.9
9/8/2017	49
9/9/2017	49.3
9/15/2017	50.1
9/16/2017	50.3
9/22/2017	49.7
9/23/2017	49.2
9/29/2017	48.8
9/30/2017	48.3
10/6/2017	48.9
10/7/2017	48.2
10/13/2017	49.5
10/14/2017	49
10/20/2017	48.7
10/21/2017	49.3
10/27/2017	48
10/28/2017	49.8
11/3/2017	48.2
11/4/2017	50.4
11/10/2017	48.1
11/11/2017	49.2
11/17/2017	48.9
11/18/2017	49.4
11/24/2017	49
11/25/2017	48.1
12/1/2017	50.2
12/2/2017	49.5
12/8/2017	50.5
12/9/2017	48.9
12/15/2017	48.2
12/16/2017	48.5
12/22/2017	49.1
12/23/2017	50
12/29/2017	48.7
12/30/2017	48.5
1/5/2018	49.6
1/6/2018	48.9
1/12/2018	49.8
1/13/2018	50.3
1/19/2018	50
1/20/2018	49.7
1/26/2018	48.2
1/27/2018	48.9
2/2/2018	49.6
2/3/2018	49.8



2/9/2018	48.2
2/10/2018	48
2/16/2018	48.5
2/17/2018	49.3
2/23/2018	49.9
2/24/2018	48.3
3/2/2018	49.3
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3/9/2018	50.1
3/10/2018	48.1
3/16/2018	48.5
3/17/2018	49.3



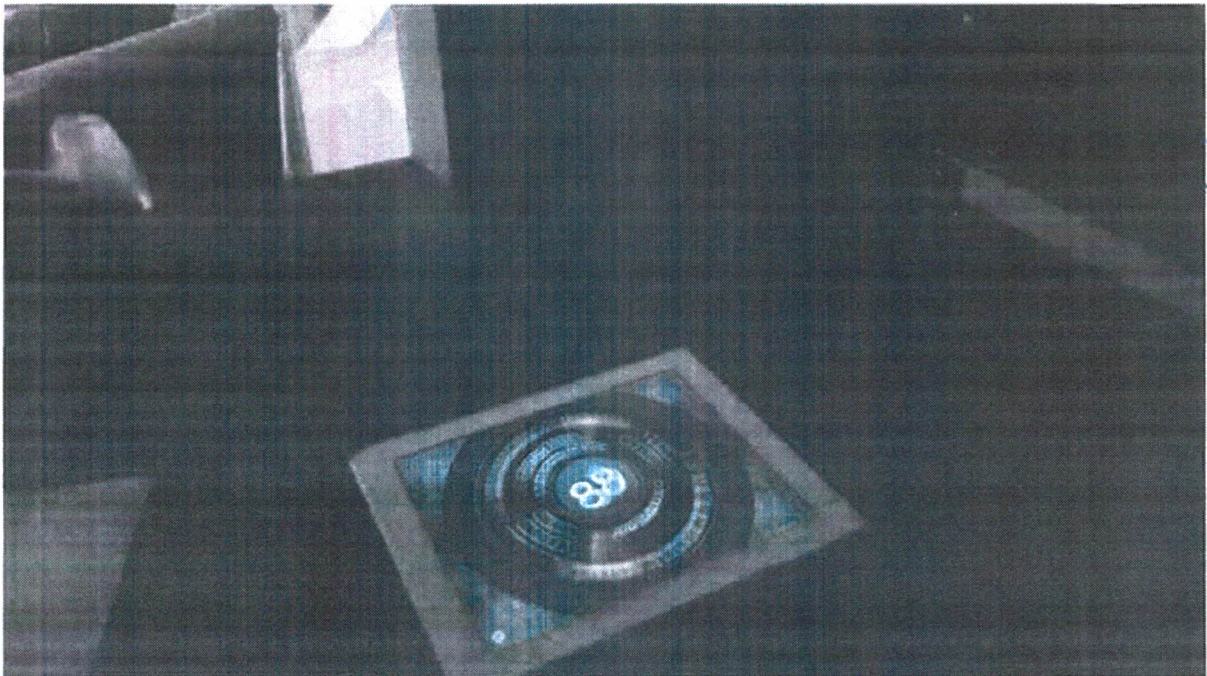
To whom it may concern,

Our team performed a sound test across the whole venue and the neighboring area. Please see the below results. All tests were completed while playing music at 101 SPL level limited on negative five DB's on the mains.

DB Level In the rear of the venue ( residential area): 47-49 DB

exhibit (A)  
exhibit (B)

DB Level in the mezzanines area inside the venue: 84-87 DB



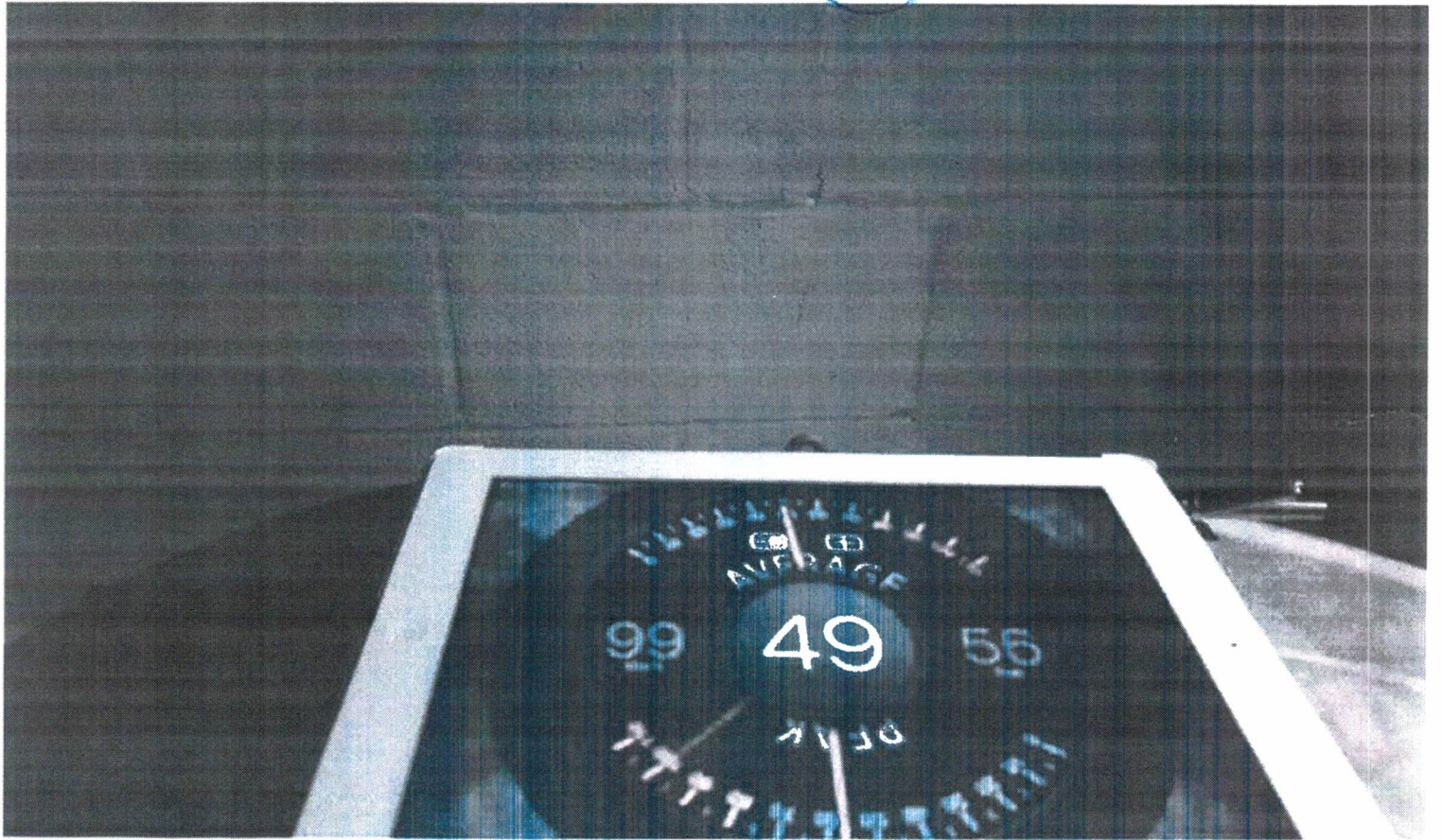
DB Level in the center of the venue main level: 90-93 DB

DB Level in the front of the venue – Mill street ( 3 feet away ) : 58-61

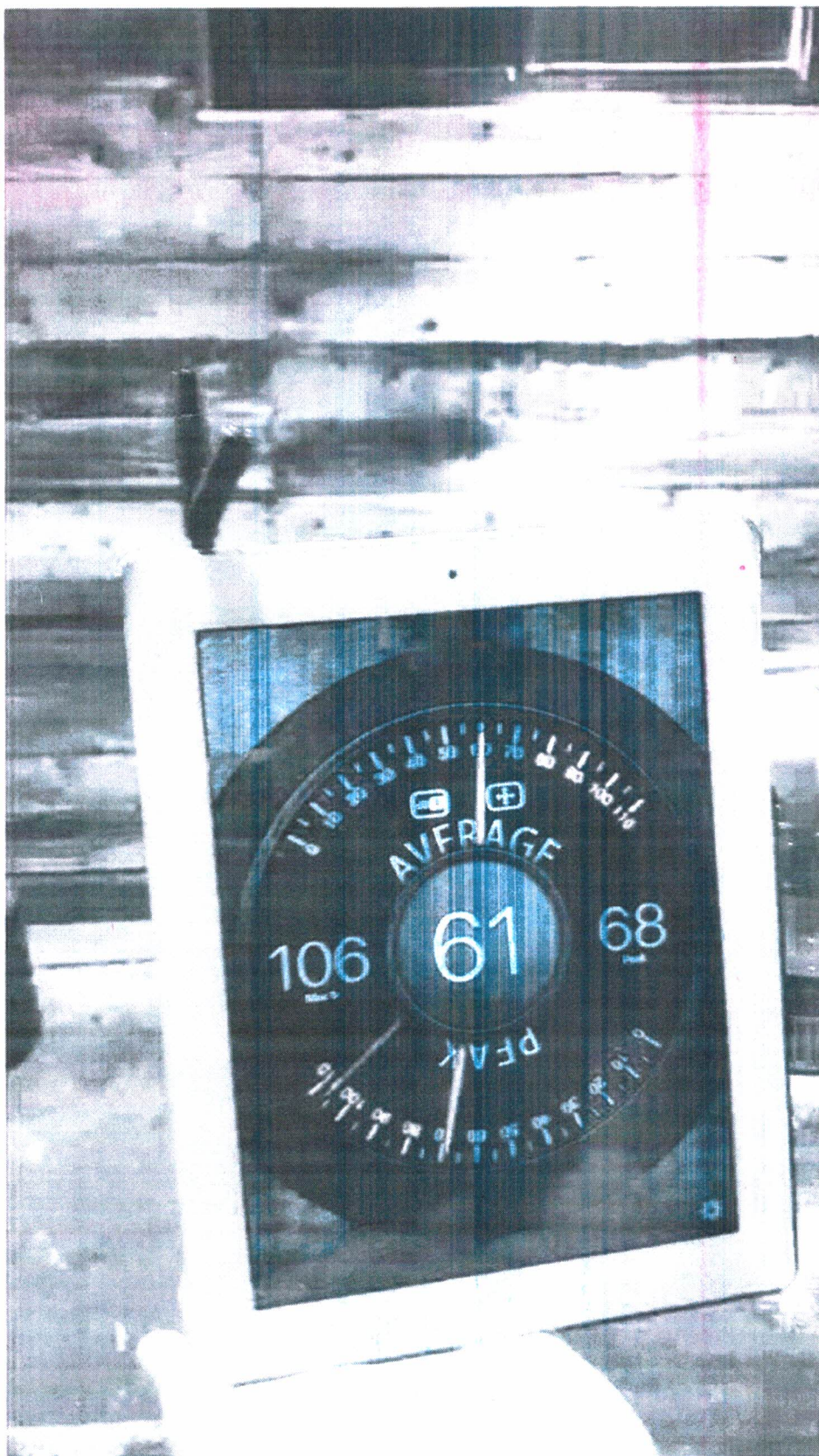
EXC (C)



A







©

These tests were performed using DB meter pro with a DAYTON Audio IMM-6 Measurement microphone. Each finding, has an image attached to it to proof the finding.



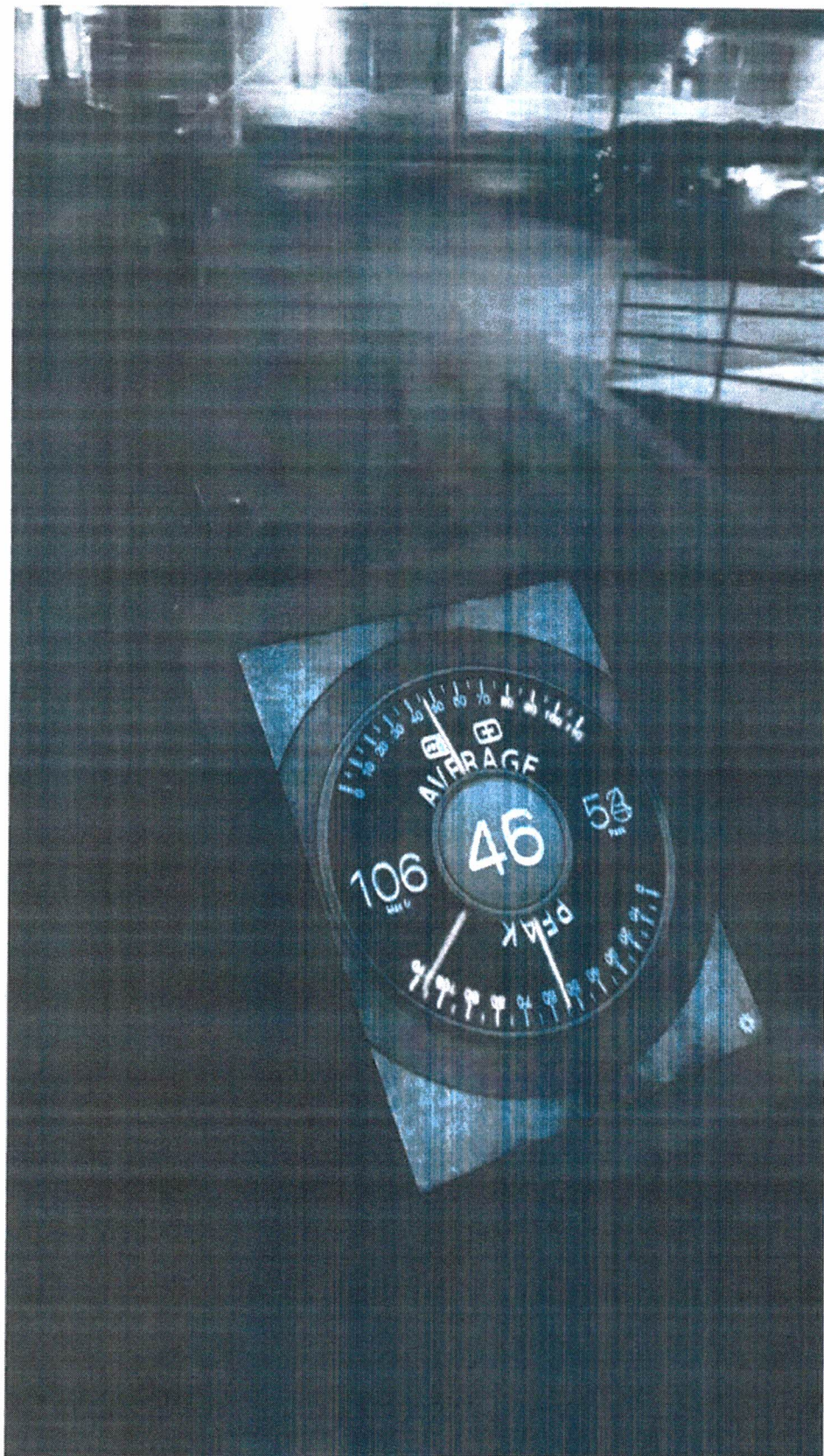
DB Level in the lot close to residential by (BWT) with venue's door open and sound leaking out: 46 DB

I, Hussein Harb, Certify that the following readings were professionally tested and confirmed according to standard testing tools and rules.

Ex D

 - Tested on November 10<sup>th</sup> if 2015 at 1815 hours.

Hussein Harb  
Sound Engineer  
Quake Entertainment  
Live Sound - DJ Events - Lighting  
Installation - Maintenance - Support  
855-90-QUAKE (78253) x 504  
[www.Quake-entertainment.com](http://www.Quake-entertainment.com)

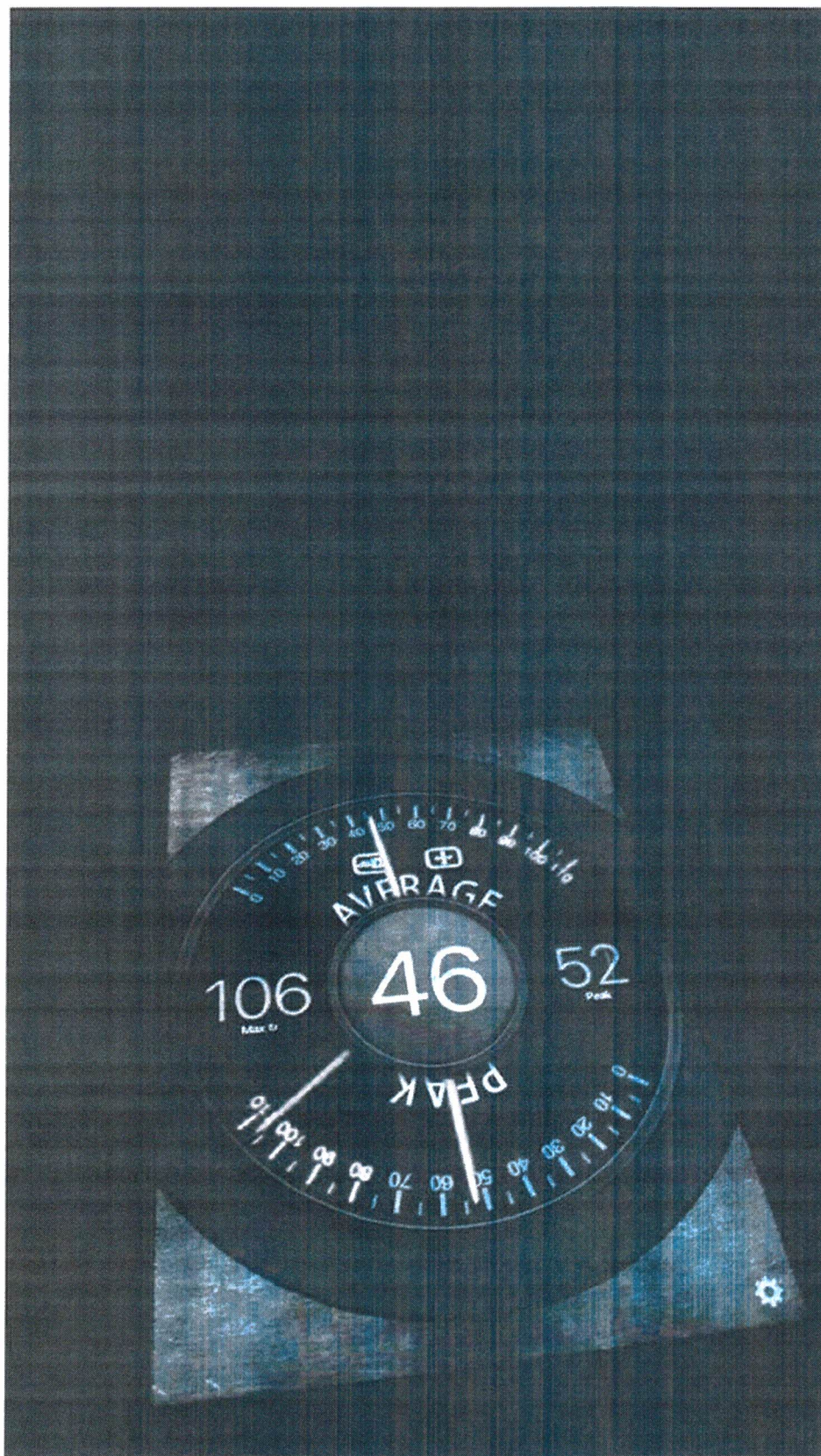


①

DB Level by the neighbor property line is 45-47 DB

EX(E)





(E)



## Shared Parking Agreement

This Shared Parking Agreement, made this 18 day of November 2015 between WTH Properties (Parking space owner or (PO)) and Wooden Bakery/ Bey Restaurant & Lounge (WB).

### WITNESETH

The intent of this shared parking agreement is to satisfy parking requirements for WB through off-site shared parking. Therefore any failure of this agreement may null certificate of occupancy of WB.

1. WTH is the owner of the property located at 204 Mill St., Vienna, agrees to provide Wooden Bakery the owner of the business located at 303 Mill Street NE with the right to the use of 16 parking spaces.
2. **Parking Spaces.** "PO" hereby allows and lets "WB", upon the considerations herein stated, the following described property, herein called the "Business parking spaces",
3. **Term.** This Agreement is made for a period of five (5) year, beginning 11/18/15, and expiring on 11/17/20, which period is herein called the "primary term".
4. **Consideration.** The consideration for this agreement shall be the use of the said "business parking spaces" by "WB" Clients after normal business hours of said "PO" WB BUSINESS HOURS to share the parking spaces: 7:00 AM to 10:00 PM  

boy business hours R.H.

MON:	<u>5<sup>PM</sup> - 10:30</u>
TUES:	<u>5<sup>PM</sup> - 10:30</u>
WED:	<u>5<sup>PM</sup> - 10:30</u>
THURS:	<u>5<sup>PM</sup> - 1:00</u>
FRI:	<u>5<sup>PM</sup> - 2:00</u>
SAT:	<u>5<sup>PM</sup> - 1:00</u>
SUN:	<u>5<sup>PM</sup> - 10:30</u>

}

→
5. **Extension Option.** ~~This agreement is automatically renewed and extended for another term at the end of the original term.~~
6. **Purpose.** This agreement is made for the purpose of providing parking spaces, only, for the employees and clients of "WB". In this connection, it is expressly agreed and stipulated that all clients and employees of "WB" who may use this parking lot shall do so in an acceptably safe manner and shall observe the parking lot organization as depicted upon the attached sketch plat, including identified entrances and driveways (leaving same clear at all times for the safe of unimpeded flow of vehicular

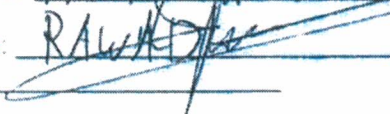
traffic and though said parking lot). Further, all such clients and employees of "WB" shall only use the agreed upon spaces in this agreement only after the business hours of said "PO"

7. **Maintenance.** "PO" Does not hereby covenant or undertake any particular maintenance to said parking lot during the term hereof. Accordingly "WB" expressly accepts said "Business Parking Spaces" in its present condition for and during the term hereof.
8. **Indemnity.** "WB" assumes all risk occasioned by injury or damage sustained on the "Business Parking Spaces" by the customers, employees and other invitees of "WB", and agree to indemnify "PO" and to save and hold harmless "PO" from loss or expense arising from any such injury not attributable to any duty herein assessed to "PO", to the extent provided or permitted by law.
9. **Termination/Amendment.** This agreement is expressly terminable by both parties ~~at the end of the term~~ <sup>thirty (30)</sup> upon delivery to the opposite party of ~~sixty (60)~~ <sup>thirty (30)</sup> days' notice of such termination and replacement parking has to be approved by the Department of Planning in the Town of Vienna. In the event of termination and/or amending term, it should be notified to the Department of Planning to meet grantee's certificate of occupancy seating requirement. RH JZ

**Grantee:**

Wooden Bakery/Bey Restaurant & Lounge

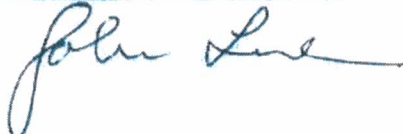
Print Name: RAWAD HASSRAUM

Signature: 

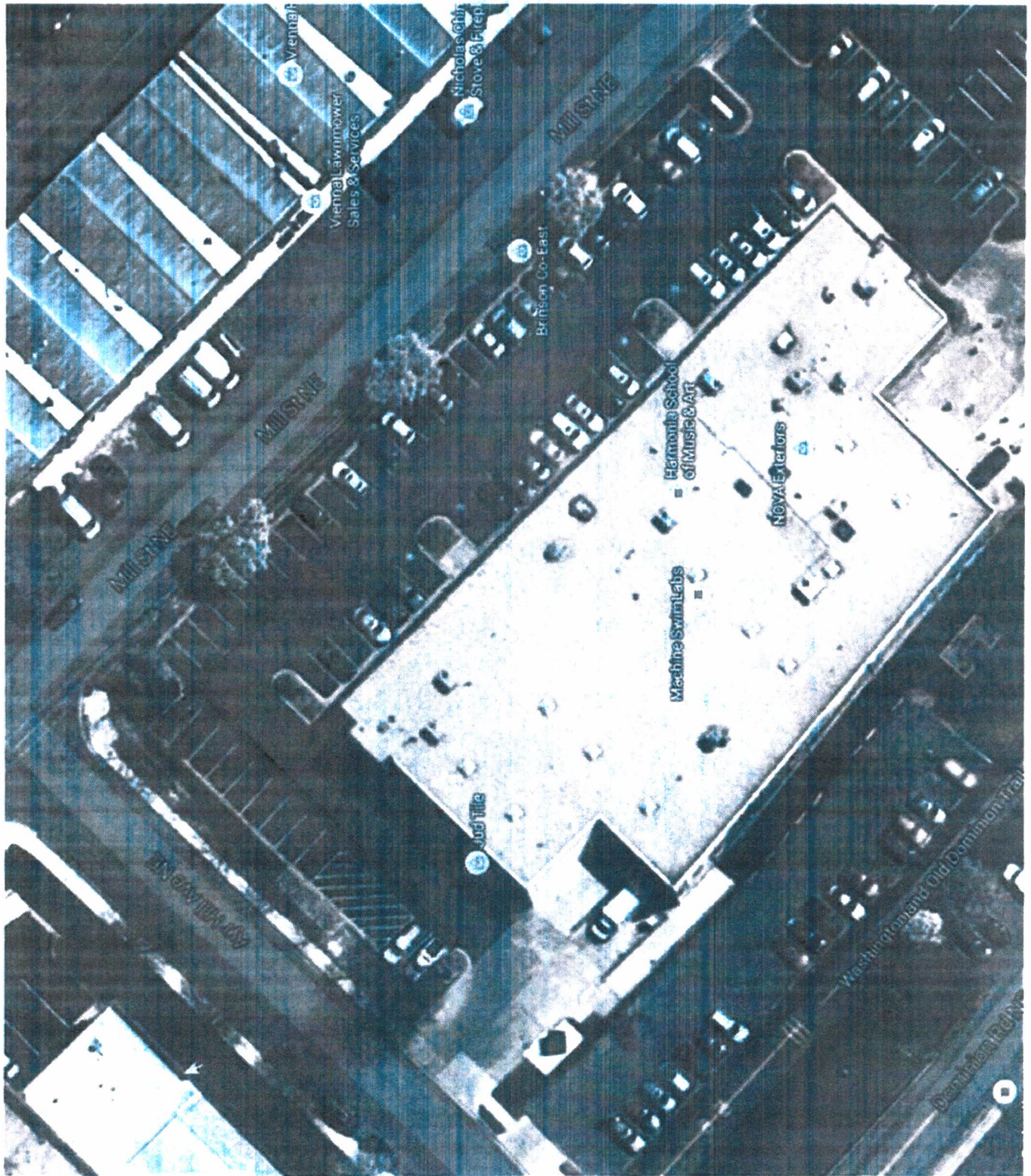
**Grantor:**

Property Owner WTA Properties, Inc.

Print Name: John Lane

Signature: 









## Shared Parking Agreement

This Shared Parking Agreement, made this 16 day of January, 2015 between OLD GLORY FIREARMS (Parking space owner or (PO)) and Wooden Bakery/ Bey Restaurant & Lounge (WB),

### WITNESETH

The intent of this shared parking agreement is to satisfy parking requirements for WB through off-site shared parking. Therefore any failure of this agreement may null certificate of occupancy of WB.

1. business the owner of the property located at 275 Mill St, agrees to provide the owner of the business located at 303 Mill Street NE with the right to the use of 4 parking spaces.
2. **Parking Spaces.** "PO" hereby allows and lets "WB", upon the considerations herein stated, the following described property, herein called the "Business parking spaces",
3. **Term.** This Agreement is made for a period of five (5) year, beginning 11/16/2015, and expiring on 11/16, which period is herein called the "primary term".
4. **Consideration.** The consideration for this agreement shall be the use of the said "business parking spaces" by "WB" Clients after normal business hours of said "PO" WB BUSINESS HOURS to share the parking spaces:

MON: 10-5pm  
TUES: 10-5pm  
WED: 10-5pm  
THURS: 10-5pm  
FRI: 10-5pm  
SAT: closed  
SUN: closed

bey business hours  
Mon: 5pm - 12:30  
Tues: 5pm - 12:30  
Wed: 5pm - 12:30  
thurs: 5pm - 2:00  
Fri: 5pm - 2:00  
Sat: 5pm - 2:00  
Sun: 5pm - 12:30

5. **Extension Option.** This agreement is automatically renewed and extended for another term at the end of the original term.
6. **Purpose.** This agreement is made for the purpose of providing parking spaces, only, for the employees and clients of "WB". In this connection, it is expressly agreed and stipulated that all clients and employees of "WB" who may use this parking lot shall do so in an acceptably safe manner and shall observe the parking lot organization as depicted upon the attached sketch plat, including identified entrances and driveways(leaving same clear at all times for the safe of unimpeded flow of vehicular



traffic and though said parking lot). Further, all such clients and employees of "WB" shall only use the agreed upon spaces in this agreement only after the business hours of said "PO".

7. **Maintenance.** "PO" Does not hereby covenant or undertake any particular maintenance to said parking lot during the term hereof. Accordingly "WB" expressly accepts said "Business Parking Spaces" in its present condition for and during the term hereof.
8. **Indemnity.** "WB" assumes all risk occasioned by injury or damage sustained on the "Business Parking Spaces" by the customers, employees and other invitees of "WB", and agree to indemnify "PO" and to save and hold harmless "PO" from loss or expense arising from any such injury not attributable to any duty herein assessed to "PO", to the extent provided or permitted by law.
9. **Termination/Amendment.** This agreement is expressly terminable by both parties at the end of the term upon delivery to the opposite party of sixty (60) days' notice of such termination and replacement parking has to be approved by the Department of Planning in the Town of Vienna. In the event of termination and/or amending term, it should be notified to the Department of Planning to meet grantee's certificate of occupancy seating requirement.

**Grantee:**

Wooden Bakery/Bey Restaurant & Lounge

Print Name: Beyal Akman

Signature: [Signature]

**Grantor:**

[Signature]  
Property Owner

Print Name: HARETH JASIM

Signature: [Signature]

240-264-7274



## Shared Parking Agreement

This Shared Parking Agreement, made this 16<sup>th</sup> day of Nov, 2015 between Vincent Howard (Parking space owner or (PO)) and Wooden Bakery/ Bey Restaurant & Lounge (WB),

### WITNESETH

The intent of this shared parking agreement is to satisfy parking requirements for WB through off-site shared parking. Therefore any failure of this agreement may null certificate of occupancy of WB.

1. John Shiny the owner of the property located at 241 Mill St, agrees to provide Parking the owner of the business located at 303 Mill Street NE with the right to the use of 10 parking spaces.
2. **Parking Spaces.** "PO" hereby allows and lets "WB", upon the considerations herein stated, the following described property, herein called the "Business parking spaces",
3. **Term.** This Agreement is made for a period of five (5) year, beginning 11-16-15, and expiring on 11-16-20, which period is herein called the "primary term".

4. **Consideration.** The consideration for this agreement shall be the use of the said "business parking spaces" by "WB" Clients after normal business hours of said "PO" WB BUSINESS HOURS to share the parking spaces:

MON: 9:00 to 5:00  
TUES: 9:00 to 5:00  
WED: 9:00 to 5:00  
THURS: 9:00 to 5:00  
FRI: 9:00 to 5:00  
SAT: closed  
SUN: closed

WB business hours  
Mon 5pm - 12:30  
Tues 5pm - 12:30  
Wed 5pm - 12:30  
Thurs 5pm - 2:00  
Fri 5pm - 2:00  
Sat 5pm - 2:00  
Sun 5pm - 12:30

5. **Extension Option.** This agreement is automatically renewed and extended for another term at the end of the original term.
6. **Purpose.** This agreement is made for the purpose of providing parking spaces, only, for the employees and clients of "WB". In this connection, it is expressly agreed and stipulated that all clients and employees of "WB" who may use this parking lot shall do so in an acceptably safe manner and shall observe the parking lot organization as depicted upon the attached sketch plat, including identified entrances and driveways (leaving same clear at all times for the safe of unimpeded flow of vehicular



traffic and though said parking lot). Further, all such clients and employees of "WB" shall only use the agreed upon spaces in this agreement only after the business hours of said "PO"

7. **Maintenance.** "PO" Does not hereby covenant or undertake any particular maintenance to said parking lot during the term hereof. Accordingly "WB" expressly accepts said "Business Parking Spaces" in its present condition for and during the term hereof.
8. **Indemnity.** "WB" assumes all risk occasioned by injury or damage sustained on the "Business Parking Spaces" by the customers, employees and other invitees of "WB", and agree to indemnify "PO" and to save and hold harmless "PO" from loss or expense arising from any such injury not attributable to any duty herein assessed to "PO", to the extent provided or permitted by law.
9. **Termination/Amendment.** This agreement is expressly terminable by both parties at the end of the term upon delivery to the opposite party of sixty (60) days' notice of such termination and replacement parking has to be approved by the Department of Planning in the Town of Vienna. In the event of termination and/or amending term, it should be notified to the Department of Planning to meet grantee's certificate of occupancy seating requirement.

**Grantee:**

Wooden Bakery/Bey Restaurant & Lounge

Print Name: Thomas Horvath

Signature: [Signature]

**Grantor:**

James  
Property Owner

Print Name: John Slincy

Signature: [Signature]



