

SETTLEMENT AGREEMENT

This Settlement Agreement made this 12th day of March, 2014, by and between 1825 18th Hospitality, LLC, t/a Bar Charley ("Applicant"), Advisory Neighborhood Commission ("ANC") 2B ("ANC 2B"), the Dupont Circle Citizen's Association ("DCCA") and Nell Payne, on behalf of a group of about one hundred (100) individual protestants ("Group of Protestants"). ANC 2B, DCCA and the Group of Protestants are sometimes hereinafter referred to collectively as "Protestants."

RECITALS

WHEREAS, Applicant is the holder of a Retailer's License Class CR ("License") for use at premises 1825 18th Street NW through the purchase of an existing restaurant at that premises which had Licensed hours of operation and hours of alcoholic beverage sales and consumption until 11 p.m. Sunday through Thursday and midnight Friday and Saturday;

WHEREAS, Applicant has applied to the District of Columbia Alcoholic Beverage Control Board (the "Board") for approval of hours of operation and hours of alcoholic beverage sales and consumption until 2:00 a.m. Sunday through Thursday and 3:00 a.m. Friday through Saturday;

WHEREAS, the Board has determined that the application for change in hours of operation comprises a substantial change in operation under Title 25 Section 404 of the DC Official Code;

WHEREAS, Applicant has requested no change to its existing entertainment endorsement or summer garden endorsement;

WHEREAS, the Applicant's stated goal for the establishment is to be known as a restaurant, focusing on food sales over liquor sales;

WHEREAS, the Protestants have concerns about the later hours of operation, later sale and consumption of alcoholic beverages and the potential for disturbing the peace and quiet of the neighborhood, creating litter and further exacerbating parking problems, and for those reasons have each protested the application; and

WHEREAS, the parties desire to enter into this Settlement Agreement to resolve the protest upon the grounds hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.

2. Hours of Operation, Sale and Consumption of Alcoholic Beverages. Applicant agrees to an opening time of 8:00 a.m. at the earliest and to the following Closing Hours and End-of-Operation Hours:

Sunday - Thursday: 12:30a.m. Closing Hour

Friday - Saturday: 1:30 a.m. Closing Hour

Sunday – Thursday: 1:00 a.m. End-of-Operation Hour

Friday - Saturday: 2:00 a.m. End-of-Operation Hour

Closing Hours shall be the hours that Applicant must close its doors to new patrons. End-of-Operation Hours shall be the hours by which all patrons must be out of the premises.

Applicant shall not advertise hours of operation beyond the Closing Hours listed above, and wherever hours are posted, shall list the Closing Hours as the time of closing. Provided, however, Applicant hereby reserves the right to close earlier than its Closing Hours and/or end its operations earlier than the End-of-Operation Hours, as Applicant determines in its sole and absolute discretion, and Applicant shall not be required to notify the Protestants of any such decrease in hours.

3. Restaurant Operations. Except for prearranged private parties or events, Applicant shall maintain tables in the restaurant and outside patio seating areas to facilitate the service of meals and other food to patrons and shall not remove tables to create a cocktail or lounge area in the main dining room or in the outside patio seating area. Applicant shall have table service only in the dining room or on the patio, with no standing service.
4. Patio Operations. In accordance with the existing summer garden endorsement, the hours of operation of the patio area shall be until 11:00 p.m. on Sunday through Thursday and 12:00 a.m. on Friday and Saturday. Applicant shall install Acoustiblok, or other sound mitigation material recommended by its sound engineer or consultant, on the fence which encloses the rear patio seating area. Applicant shall not install speakers or otherwise play music or other amplified sound outside the premises including in the outdoor patio seating area.
5. General Noise Mitigation. Applicant shall post a notice at or near the front door of its premises advising customers that they should be considerate of the neighborhood and its residents and keep the noise levels low after they leave the premises. In addition, Applicant shall not prop open the doors or windows during hours of operation except as required for service.
6. Focus on Restaurant. The Applicant shall offer a substantial food menu, including a variety of hot and cold dishes prepared on premises. Applicant shall make a good-faith effort to promote food offerings as conspicuously as liquor offerings. Applicant shall keep its kitchen open until at least 1 ½ hour before the End-of-Operation Hours. If Applicant decides on a Closing Hour earlier than set forth in paragraph 2, the interval between End-of-Operation Hour and kitchen closing shall be adjusted accordingly.

7. Trash, Recycling, Pest Control. Applicant shall maintain regular trash removal, recycling and pest control services, including secure trash bins, and agrees not to deposit glass, cans or plastic in the rear of the premises between the hours of 11 p.m. and 8 a.m. to avoid disruptive sounds at those times.
8. Front Sidewalk and Behind-Patio Areas. Applicant will assist in maintaining the area behind the patio and front sidewalk and use its best efforts to prevent its staff from littering or loitering in either of those areas.
9. Conditions of Liquor License. It is understood that the provisions of this Settlement Agreement shall become conditions of the License. Failure of the Applicant to correct any violation of the conditions of the License within thirty (30) days of written notice of the violation, shall be grounds to request the Board to bring a Show Cause action against the Applicant.
10. Modification. This Agreement may only be modified by the mutual agreement of the signatories hereto, or as otherwise provided by the Alcoholic Beverage Control statute.
11. Withdrawal of Opposition to License Change. Protestant hereby withdraws its protest and agrees to the additional hours sought by Applicant, provided that this Settlement Agreement is incorporated into the Board's order approving the additional hours.
12. Notices. Any notices required to be made under this agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, to the parties of this agreement. Notice is to be deemed received upon mailing. Notices are to be directed as follows:

If to ANC 2B:

Dupont Circle ANC 2B
9 Dupont Circle, NW
Washington, DC 20036

If to DCCA:

Dupont Circle Citizens Association
9 Dupont Circle, NW
Washington, DC 20036

If to Group of Protestants:

Nell Payne
1742 Swann Street NW
Washington DC 20009

If to the Applicant:

Bar Charley
1825 18th St NW
Washington, DC 20009

The parties may change the notice addresses listed above by written notice to the others. Failure to give notice shall not constitute waiver or acquiescence to a violation of this agreement.

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

PROTESTANTS:

Advisory Neighborhood Commission 2B

William J. Heptner

Date Signed: 3/12/2014

Dupont Circle Citizens Association

Ramon Estrada

Date Signed: 3/14/2014

Group of Protestants

Deel Payne

Date Signed: 3.12.14

APPLICANT:

1825 18th Hospitality, LLC t/a Bar Charley

By: Jackie Greenbaum

Print Name/Title: JACKIE GREENBAUM
MANAGING MEMBER

Date Signed: 3/11/14