Government of the District of Columbia ADVISORY NEIGHBORHOOD COMMISSION 3F

North Cleveland Park • Forest Hills • Tenleytown

3F01 – Adam Tope, Chair 3F02 – Karen L. Perry, Vice Chair 3F03 – Mary Beth Ray

3F04 - Sally Gresham 3F05 - Andrea Molod, Secretary 3F06 - Malachy Nugent, Treasurer

3F07 - Patrick Jakopchek



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SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made on this 17th day of February, 2015, by and between P&P Coffeehouse LLC t/a P&P Coffeehouse (the "Applicant") and Advisory Neighborhood Commission 3F (North Cleveland Park, Forest Hills and Tenleytown (the "ANC 3F", and collectively, the "Parties").

WITNESSETH

WHEREAS, the Parties wish to enter into a settlement agreement pursuant to D.C. Code § 25-446., governing the operation and maintenance of the establishment in such a manner as to minimize the effect on (1) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic;

WHEREAS, the Applicant applied to the District of Columbia Alcoholic Beverage Board ("ABC BOARD") for a Class "DR" restaurant alcoholic beverage license as defined in D.C. Code § 25-113(a)(2)(B) for the property located in the partial basement of 5015 Connecticut Avenue, NW, Washington, DC 20008, ("the Establishment").

WHEREAS, the parties request that the Alcoholic Beverage Control Board ("ABC Board") approve the Agreement contained herein.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

- 1. Applicant shall operate a bona fide counter service restaurant and coffee shop.
- 2. The Establishment shall have a maximum of 99 seats for the exclusive use of dining patrons. Applicant shall serve alcoholic beverages primarily in conjunction with meal service.
- 3. Applicant's hours of operation are Monday through Saturday from 8:00 a.m. to 10:00 p.m. and Sunday 8:00 a.m. to 8 p.m.
- 4. Applicant shall offer food service to all patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant. Applicant will not provide take-out alcoholic beverages.
- 5. Applicant plans to offer take-out food, but will not have a delivery vehicle. Applicant may contract with a take-out delivery service.

- 6. Entertainment shall consist of spoken word and music through acoustic or amplified performance. Applicant shall not provide facilities for dancing.
- 7. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than as permitted by zoning above its establishment. Applicant shall post no signs on the public space or outside the coffee house advertising beer and or wine sales.
- 8. Applicant will care for the public space that borders the coffee house, including provisions of well-kept suitable plantings if applicable.
- 9. Applicant will maintain the area of the rear parking lot that is designated for their establishment. Applicant acknowledges an understanding of the concerns of the ANC for the preservation of the hillside and trees located on National Park Service land that is directly adjacent to the parking lot that serves applicant's customers and will encourage customers, through signage in the coffeehouse, to park on pavement only and not on hillside.
- 10. Applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the establishment and the laws and regulations of the District of Columbia in the operation of the establishment.
- 11. Applicant shall notify the ANC of any contemplated changes to the provisions of this Agreement and the changes shall be implemented in compliance with the beverage license law and statutes.
- 12. Applicant agrees to maintain open communication with the ANC and the community for which the ANC acts. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If the licensee fails to cure within the 30-day period (or, with respect to breach which reasonable requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Code §25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant:

P&P Coffeehouse LLC t/a P&P Coffeehouse

5015 Connecticut Avenue, N.W.

Washington, D.C. 20008

If to ANC:

Advisory Neighborhood Commission 3F

4401-A Connecticut Avenue, N.W., PMB 244

Washington, D.C. 20008

- 13. 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 ABC Board or any other enforcement action.
- 14. In consideration of and in reliance upon the commitments reflected in Paragraphs 1-13 above, the ANC will advise the ABC Board that it does not oppose the granting of the Applicant's Retailer's Class "DR" liquor license.
- 15. This Agreement sets forth the entire understanding of the parties with respect to the Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upong by any of the parties to this Agreement other than those expressly set forth herein.
- 16. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The settlement agreement was approved by ANC 3F at its duly noticed meeting on February 17, 2015, by a vote of 5 to 0 with no abstentions (a quorum being 4).

IN WITNESS WHEREOF, the Parties have affixed hereunto their hands and seals on the year and day first above written.

APPLICANT

P&P Coffeehouse LLC Bradley Graham, Owner P&P Coffeehouse LLC Lissa Muscatine, Owner

ANC

Adam Tope, Chair ANC3F