

Government of the District of Columbia
ADVISORY NEIGHBORHOOD COMMISSION 3F
Van Ness • North Cleveland Park • Wakefield • Forest Hills

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This SETTLEMENT AGREEMENT ("Agreement") is made on this 20th day of December, 2016, by and between Politics and Prose, Inc. t/a Politics and Prose (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") to modify the Class "D" restaurant alcoholic beverage license, ABRA-089388, as defined in D.C. Code § 25-113(a)(2)(B) for the property located on the first floor and in the 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 manage and operate a bookstore on the first floor and partial basement of the premises with entertainment consisting of poetry readings and/or author presentations.
2. Beer and wine will only be sold and/or served complimentary in the first floor bookstore in conjunction with poetry readings and/or author presentations. Beer and wine service may begin one-half hour before the scheduled time of the poetry readings and/or author presentations and end one-half hour after the completion of the event.
3. Applicant shall operate a bona fide counter service restaurant and coffee shop in the basement, which shall serve alcohol.
4. The basement coffeehouse area of 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.

5. Applicant's hours of operation in the coffeehouse are Monday through Saturday from 8:00 a.m. to 10:00 p.m. and Sunday 8:00 a.m. to 8 p.m., and in the bookstore are Monday through Saturday from 9:00 a.m. to 10:00 p.m. and Sunday 10:00 a.m. to 8 p.m.

6. Applicant shall offer food service to all patrons in the coffeehouse 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.

7. Applicant plans to offer take-out food, but will not have a delivery vehicle. Applicant may contract with a take-out delivery service.

8. Entertainment shall consist of spoken word and music through acoustic or amplified performance. Applicant shall not provide facilities for dancing.

9. 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.

10. Applicant will care for the public space that borders the coffee house, including provisions of well-kept suitable plantings if applicable.

11. 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.

12. 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.

13. 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.

14. 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 cause for filing a complaint with 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: Politics and Prose, Inc., t/a Politics and Prose
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

15. 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.

16. In consideration of and in reliance upon the commitments reflected in Paragraphs 1-15 above, the ANC will advise the ABC Board that it does not oppose the Applicant's substantial change application.


17. 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 upon by any of the parties to this Agreement other than those expressly set forth herein.

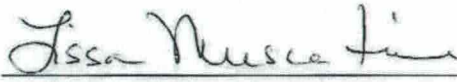
18. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The settlement agreement was approved by ANC 3F at its duly noticed meeting on December 20, 2016, 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


Politics and Prose, Inc.
Bradley Graham, Owner


Politics and Prose, Inc.
Lissa Muscatine, Owner

ANC


Malachy Nugent, Chair ANC3F