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Note to the reader: The Line DC Hotel has now applied for the license that will allow it to serve alcohol once it begins operations (expected in early 2017). As part of the alcohol licensing process, community stakeholders are given an opportunity to negotiate terms and conditions that will apply to a license. If negotiations succeed, such terms and conditions end up as part of a “settlement agreement” that is enforceable by the Alcoholic Beverage Control Board.

The draft settlement agreement below is under discussion and consideration by Advisory Neighborhood Commission 1C. The draft has been assembled principally from (i) limitations that the hotel agreed to in 2012 as part of the planned unit development process, (ii) standard language that ANC1C generally seeks in its settlement agreements with alcohol serving establishments in Adams Morgan, (iii) community input received at ANC1C’s ABC & Public Safety Committee meetings held on February 10, 2016 and March 9, 2016, and (iv) ensuing negotiations with the hotel’s representatives.

It was hoped that a complete version of the document would be ready to be voted on by Advisory Neighborhood Commission 1C at its meeting on April 6, 2016. However, a few provisions in the document remain under discussion. These are highlighted. The objective is now to complete negotiations in time to be able to approve a final version of the settlement agreement at Advisory Neighborhood Commission 1C’s meeting on May 4, 2016.

In the meantime, we continue to welcome any comments or suggestions from members of the community. Such feedback can be sent to any Commissioner of ANC1C. However, if possible, please also specifically notify the members of ANC1C’s ABC & Public Safety Committee:

Julie Seiwel: julie.seiwel@gmail.com

Ted Guthrie: tedguthrie3@gmail.com

Billy Simpson: simpson_billy@yahoo.com

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Settlement Agreement for The Line DC Hotel

This agreement (the "Agreement"), made this [] day of , 2016, by and between Adams Morgan Hotel Operator LLC doing business as The Line DC Hotel ("Applicant"), Advisory Neighborhood Commission 1C ("ANC1C"), the Reed-Cooke Neighborhood Association ("RCNA"), and the Kalorama Citizens Association ("KCA"), witnesseth:

Whereas, Applicant has filed an application under 23DCMR 405.1 for a Class CH License No. 096311, located at 1780 Columbia Road NW, Washington DC (the "Application");

Whereas, the parties hereto desire to enter into an agreement whereby Applicant will agree to adopt certain measures, and ANC1C, RCNA, and KCA will agree to not protest the approval of the Application, provided that this Agreement is incorporated into the Board's order approving the Application;

Now therefore, the Applicant hereby agrees as follows:

Hotel Operations

Sale, Service, and Consumption of Alcohol

The Applicant's operations involving the sale, service, and consumption of alcohol shall consist of:

- A mezzanine-level restaurant within the former church building
- A lobby-level restaurant within the former church building
- Service to guests in the conference facilities
- Service to guests at the hotel pool
- Service on the rooftop (but only in connection with organized events as described below)
- Room service to guests

Food Service

Whenever the hotel restaurants are in operation after midnight Sunday through Thursday, and after 1:00 am Friday and Saturday, a limited, late-night food menu shall be provided to patrons.

Entertainment

The Applicant agrees that entertainment at the hotel shall only occur (i) within the hotel lobby and restaurant areas of such a character and volume as is not disruptive to patrons dining, and (ii) in connection with organized events as described below.

No Nightclub Activity

The Applicant acknowledges that the hotel's operations do not include any activity that would require a nightclub (C/N) license if such activity were being conducted at an establishment that did not have a hotel (C/H) license.

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Organized Events

No events are allowed that are open to the general public. Therefore, the only allowable events are: (i) family celebrations (for example weddings, birthdays, reunions, etc.), and (ii) private events in which the attendees have an independent nexus with the sponsor of the event beyond the fact that they will be attending the event (for example, a company hosting an event for its employees, an organization hosting a fundraiser, or a trade group hosting a conference, etc.). Promoted or sponsored events where advertising is made to the general public, where tickets are sold to the general public (except for a charity or other such fundraiser), or where unaffiliated people are granted entry, are expressly prohibited.

Bar/Pub Crawls

The Applicant will not promote or participate in bar or pub “crawls”, tours, or similar events.

Summer Gardens

The Applicant acknowledges that there are no other summer gardens on the premises other than the rooftop and the ground-level seating area (described below).

Interior Operations

Interior Hours of Operation of Hotel

24 Hours

Interior Hours of Alcoholic Beverage Sales, Service, and Consumption

Sunday through Thursday: 8:00 am – 2:00 am

Friday and Saturday: 8:00 am – 3:00 am

Rooftop Operations

Rooftop Access

The rooftop will not be open to the general public. The rooftop can be used for organized events as described above. The Applicant is also permitted to allow hotel guests to access the rooftop provided that such access has been authorized or organized in advance by the administrative office of the Hotel that is responsible for guest relations. In all cases, access to the rooftop will be subject to the conditions below.

No Rooftop Restaurant or Bar

The Applicant acknowledges that there is no rooftop restaurant, and that no permanent kitchen or bar are allowed on the rooftop. Any food staging area or temporary bar placed on the rooftop in connection with an organized event will be removed by the end of any night on which they are used.

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Rooftop Events

All rooftop events will be located in the central portion of the rooftop between the penthouse structures on the east and west sides of the rooftop. Any rooftop events that will continue past 10:00 pm will take place within a temporary structure that provides an additional layer of protection from noise by sufficiently enclosing the event space. Temporary structures are only allowed for events and must be removed within 48 hours following the event.

Rooftop Occupancy

Rooftop occupancy (excluding hotel staff) shall be limited to 225 people.

Rooftop Hours of Operation

Sunday through Wednesday: 9:00 am - 10:00 pm

Thursday: 9:00 am - 11:00 pm

Friday and Saturday: 9:00 am - 12:00 am (midnight)

However, staff are permitted to remain on the rooftop for up to 30 minutes after the hours of operation for purposes of clean-up.

Rooftop Hours of Alcoholic Beverage Sales, Service, and Consumption

Last call will be given 40 minutes prior to the end of the applicable hours of operation for each organized event taking place on the rooftop. Alcoholic beverages will cease to be served 20 minutes prior to the end of the applicable hours of operation for each organized event taking place on the rooftop. Alcoholic beverages will cease to be consumed, and all patrons will have exited the rooftop by the end of the applicable hours of operation for each organized event taking place on the rooftop.

Rooftop Lighting

Exterior lighting shall not shine into neighboring residences. Neon lighting, strobe lighting, and search lights are not permitted.

Ground-Level Seating Area

The Applicant is permitted to have an outdoor seating area at the ground-level, located on the north-east corner of the grounds, where hotel guests can consume food or beverages that they have purchased inside the hotel. However, no alcoholic beverages are permitted to be consumed in this area (or in any other outdoor area at the ground-level). Further, this area will not be served by wait staff, other than for purposes of clean-up. Hotel staff will regularly monitor this area to ensure that it remains in an orderly and clean condition at all times. The area will not hold seats and tables for more than 16 people. The hours of operation for this area will be from 7:00 am until 10:00 pm each day.

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Noise

The Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to preventing emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further the Applicant agrees to abide by all relevant provisions of the DC Noise Control Act of 1977 (DC Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

The Applicant agrees to not place outside any loudspeaker, tape player, CD player, or other electronic audio device, and to not place any inside speaker in such a way that it projects sound into the public space.

The applicant will ensure that use of the rooftop and the ground-level seating area will comply at all times with the DC noise ordinances listed above. Noise from the rooftop and from the ground-level seating area shall not be audible from nearby residences. Amplified music is not allowed on the rooftop or in any outdoor area at the ground-level. Acoustic instrumental music is allowed on the rooftop only in connection with events, however, no drums or brass instruments shall be used.

Recycling / Trash / Rodents

The Applicant will segregate and recycle cardboard, plastic, glass, and metal recyclables apart from trash in accordance with DC law.

Trash and recycling containers will be kept behind closed doors. The doors shall be kept closed except for the times for removal of trash and recycling. The doors may be opened for other loading or unloading associated with the hotel, but closed immediately after such loading or unloading. Removal of trash and recycling from the hotel shall not occur between the hours of 11:00 pm and 8:00 am. The Applicant will use all reasonable efforts to minimize noise associated with the disposal of trash and recycling into dumpsters between the hours of 11:00 pm and 8:00 am.

The Applicant will maintain regular trash and recycling removal service, regularly remove trash and recycling from the dumpster area, and ensure that the trash and recycling area remains clean. The Applicant will deposit trash 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. The Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population. The Applicant will provide for the proper removal of grease and fatty oils from the hotel and will not deposit grease or fatty oils in the trash dumpsters.

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Exterior Including Public Space

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

The Applicant will use all reasonable efforts to prevent or disperse loitering or any other source of noise or disturbance in the areas adjacent to the hotel.

The Applicant will not place or cause to be placed any fliers, handbills or other similar advertisement in the public space, including on lampposts, street signs, or any vehicle parked in the public space in the Adams Morgan area.

Valet Service

The Applicant shall ensure that its valet service associated with the restaurant businesses, or event spaces used in conjunction with alcohol service, does not have negative impacts such as traffic congestion, honking of horns, illegal turning maneuvers, or unsafe driving practices by valet drivers on neighborhood streets, particularly Euclid Street NW, Champlain Street NW, and Columbia Road NW.

The Applicant will arrange overflow parking space at nearby garages, together with shuttle service, if the capacity of its garage will be exceeded due to the hosting of any events at the hotel.

[Remainder of page intentionally left blank.]

[Signature page to follow]