

**SETTLEMENT AGREEMENT CONCERNING TRANSFER OF LICENSE
FOR THE SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made this ___ day of June, 2018, by and between English Standard, LLC t/a The Imperial (hereinafter “Applicant”), Advisory Neighborhood Commission 1C (hereinafter “ANC 1C”), and the Kalorama Citizens Association (hereinafter “KCA”), (the Parties) witnesseth:

Whereas, Applicant has applied for a transfer of a class CT license (No 109169) to be located at 2001 18th Street, NW, Washington DC,

Whereas, the Applicant’s establishment is located within the boundaries of ANC 1C and is within the membership boundaries of the KCA.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application. ANC 1C and KCA will agree to the approval of such license provided that this Agreement is incorporated into the Board’s order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours of operation shall not exceed:

Inside:

Sunday through Thursday:	07:00 am – 2:00 am
Friday and Saturday:	07:00 am – 3:00 am

Summer Garden:

Hours for the rooftop summer garden are as follows:

Sunday through Thursday:	7:00 am – 2:00 am
Friday and Saturday:	7:00 am – 3:00 am

Service of alcohol shall not commence until 8:00 am.

Applicant agrees to announce last call 1/2 hour before closing each night of operation. Last drinks may be sold up to 15 minutes prior to closing.

Notwithstanding the foregoing, Applicant may apply for extended interior hours on holidays, inauguration week and for other special hours extensions which may be allowed by law.

Should Applicant receive Board approval for any additional later hours, the parties agree that overnight operation shall not be included in any such extensions.

There shall be no live music or DJ in the Summer Garden.

2. Occupancy

The total occupancy load inside the establishment shall be 398 with seating for 169. The total seating of the summer gardens shall not exceed 72.

3. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

- a.) To prevent 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 D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.
- b.) Applicant agrees not to place outside in the public space, any loudspeaker, tape player, CD player, MP3 player, cell phone, or other similar device, or to place any speaker or device in such a way that it projects sound into the public space.
- c.) Applicant agrees that sound from the Summer Garden is a serious issue for its residential neighbors. For this reason, when the Summer Garden is constructed, Applicant agrees to enter into discussions with ANC 1C for the purpose of sound testing to determine whether further measures are needed to prevent disturbance to neighbors from sound originating in the Summer Garden.
- d.) Sound from the establishment will not be audible in residential housing units.

4. Trash/Garbage/Rodents

- a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in the most rodent-proof dumpsters available and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.
- b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash.
- c.) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

5. Exterior including public space

- a.) Applicant shall assist in the maintenance of the alleyway behind and the space in front of 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.

b.) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

c.) Applicant shall make reasonable efforts to manage the line in front of the establishment such as to minimize noise and the obstruction of the pedestrian passageway.

6. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

7. Bar/Pub Crawls

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

8. Consideration of Neighbors

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum from 11:00 pm. to 8:00 am.

9. Modification

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

10. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

11. Availability of Settlement Agreement

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

12. Abandonment of Existing Settlement Agreement

The KCA agrees, upon the execution of this Settlement Agreement, to abandon all interest in the extant Settlement Agreement associated with the CT license being transferred.

FOR English Standard, LLC

Advisory Neighborhood Commission 1C

By: _____
Signature: William B. Thomas Date

By: _____
Signature Date

Amir Irani, Commissioner ANC 1C

FOR Kalorama Citizens Association

By: _____
Denis James, President Date