

ATW

SETTLEMENT AGREEMENT

Feb. THIS SETTLEMENT AGREEMENT ("**Agreement**") is made on this 6 th day of 2018 by and between BW3, LLC ("**Applicant**"), at 400 K Street, N.W., Washington, DC 20001, ABRA License #108498 and Advisory Neighborhood Commission 6E (the "**ANC**"), (collectively, the "**Parties**").

WITNESSETH

WHEREAS, Applicant has filed an application for a Retailer's Class "C" License, for a business establishment (the "**Establishment**") located at 400 K Street, NW, Washington, DC 20001 (the "**Premises**"); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's application conditioned upon the Applicant's compliance with the terms of this written Agreement.

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

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Hours of Operation.** Applicant's hours of operation and alcoholic beverage sales, service, and consumption inside the establishment shall not exceed the following:

Sunday through Thursday: 8:00 A.M. – 1:00 A.M.

Friday and Saturday: 8:00 A.M. – 2:00 A.M.

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

Sidewalk Café: Hours of Operation and Hours of Alcoholic Beverage Sales, Service, and Consumption on Sidewalk Café shall not exceed:

a) Sunday through Saturday: 8:00am to 11:00pm.

b) The sales of alcoholic beverages on the Sidewalk Café shall end at 11:00pm.

3. **Public Space and Trash.** Applicant shall take reasonable measures to keep the sidewalk (up to and including the curb), tree box(es) and curb clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall take reasonable measures to monitor these areas sufficiently to assure that refuse and other materials are promptly removed.
4. Owner shall cause extermination services to be provided to the Restaurant by a reputable exterminator on at least a monthly basis.
5. **Noise.** Applicant acknowledges familiarity with and agrees to comply with all applicable noise control provisions of DC law and regulations. Further, Applicant shall make

commercially reasonable efforts to contain within its establishment any and all noise so that no noise exceeding lawful decibel levels is detectable outside the establishment.

Applicant will comply with all D.C. Office Code §25-725:

- a) During all times, amplified music shall not exceed [65] dBA as measured at the boundaries of Restaurant premises (except during times the doors are open for ingress and egress).
- b) Amplified sound emanating from the licensed premises that is audible in other nearby residential premises is prohibited.

6. **Construction of Agreement.** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 6E does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.
7. **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days notice before the non-breaching party can seek enforcement of the Agreement. If the breaching-party fails to cure within thirty (30) days, (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: BW3, LLC
400 K Street, N.W.
Washington, DC 20001
Attn: Anthony Velasquez
Email: tony@bakedandwired.com

If to ANC: Advisory Neighborhood Commission 6E
PO Box 26182, LeDroit Park Station
Washington, DC 20001
Attn: Alexander Marriott
e-mail: alexmarriottanc@gmail.com

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.

7. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall not protest the Applicant's pending license application.

Sigantures on the next page

Applicant:

BW3, LLC
400 K Street, N.W., Washington, DC 20001
Washington, DC 20001
Anthony Velazquez, Member

Signature:  _____

Date: 02.06.18

ANC:

Advisory Neighborhood Commission 6E
PO Box 26182, LeDroit Park Station
Washington, DC 20001
Alexander Marriott, Chair

Signature:  _____

Date: 2/6/18