

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
)	
Square 369 Hotel TRS, LLC)	
t/a Courtyard by Marriott & Residence Inn)	
by Marriott Washington Downtown Convention Center)	
)	
Applicant for a)	License No.: ABRA-110216
Retailer's Class CH License)	Order No.: 2018-459
)	
at premises)	
901 L Street, NW)	
Washington, D.C. 20001)	

Square 369 Hotel TRS, LLC, t/a Courtyard by Marriott & Residence Inn
by Marriott Washington Downtown Convention Center (Applicant)

John Fanning, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 2F

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Square 369 Hotel TRS, LLC, t/a Courtyard by Marriott & Residence Inn by Marriott Washington Downtown Convention Center (Applicant), and ANC 2F entered into a Settlement Agreement (Agreement), dated July 11, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson John Fanning, on behalf of ANC 2F, are signatories to the Agreement.

Accordingly, it is this 18th day of July, 2018, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 17 (Notice and Opportunity to Cure) – The language “cause for seeking a Show Cause Order from the ABC Board” shall be replaced with the language “cause for filing a complaint with the ABC Board.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 2F.

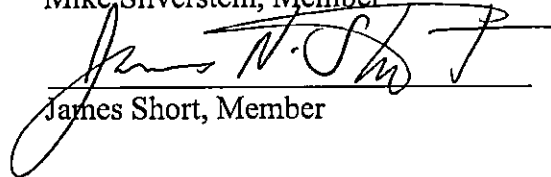
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

Nick Alberti, Member

Mike Silverstein, Member



James Short, Member

Donald Isaacs, Sr., Member



Bobby Cato, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202-879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR § 1719.1 stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. *See* D.C. App. Rule 15(b) (2004).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 11th day of July 2018, by and between Square 369 Hotel TRS, LLC ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

- a. Applicant has applied for a Retailer's Class Hotel License, ABRA-110216, with two (2) Summer Garden Endorsements and an Entertainment Endorsement (the "License") for a business Establishment ("Establishment") located at 901 L Street, NW, Washington, DC 20001 (the "Premises"); and
- b. Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and
- c. In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns.

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. **Nature of the Business.** The Applicant will operate a hotel including a ground floor full-service restaurant at 901 K Street, NW, Washington, DC 20001. Any change from this model shall require prior approval by the ABC Board.
3. **Interior Hours.** Applicant's hours on the interior premises shall not exceed the following:
 - a. Hours of Operation: Sunday through Saturday: 12:00am—12:00am (24 hours);
 - b. Hours of Alcoholic Beverage Sales, Service, and Consumption:
 - i. Sunday through Thursday: 8:00am—2:00am; and
 - ii. Friday and Saturday: 8:00am—3:00am;
 - c. Exceptions to the standard hours shall be granted for:
 - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may sell, serve, and permit the consumption of alcoholic beverages for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours; and
 - iii. On New Year's Eve (January 1) of each year Applicant sell, serve, and permit the consumption of alcoholic beverages until 4:00am.



4. **Summer Garden Endorsements.** The Applicant may have outside seating on the hotel's fourth floor and penthouse level in accordance with Summer Garden Endorsements on its ABC license; patrons may be served in the Summer Garden areas only during the following hours and shall otherwise be free of patrons: 8:00am—1:00am daily. Applicant will monitor the Summer Garden for compliance.

5. **Entertainment Endorsement.** Applicant may provide live entertainment on the interior premises during the following hours:

- a. Sunday through Thursday: 8:00am—2:00am; and
- b. Friday and Saturday: 8:00am—3:00am.

The ANC will not object to the Applicant applying for a One-Day Substantial Change, in accordance with District law, so that it may offer Entertainment for an additional hour later on days designated by the ABC Board as "Extended Hours for ABC Establishments;" "Daylight Savings Time Extension of Hours;" specific occasions for which Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours; and until 4:00am on January 1 of each year.

6. **Noise.** Applicant shall adhere to DC Code §25-725 with respect to emanation of noise from the Establishment. Applicant shall undertake such measures as are reasonably and customarily required to avoid unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the Establishment.

7. **Public Space and Trash.** Applicant shall take reasonable steps to keep the sidewalk adjacent to its property (up to and including the curb), tree boxes adjacent to its property and the abutting alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials.

8. **Rat and Vermin Control.** Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.

9. **Patrons.** Applicant shall take reasonable steps to prevent its patrons from causing unreasonable noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.

10. **Agreement Available Upon Demand.** A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors upon request.

11. **Compliance with ABRA Regulations.** Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

12. **Participation in the Community.** Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes

open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2F.org.

13. **License Ownership.** Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

14. **Binding Effect.** This Agreement shall be binding upon and enforceable against the successors of the Applicant.

15. **Counterparts.** 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.

16. **Construction of Agreement.** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 2F does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.

17. **Notice and Opportunity to Cure.** In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing uncured violation, no notice or opportunity to cure need be provided with respect to that same violation of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Square 369 Hotel TRS, LLC
 901 L Street, NW
 Washington, DC 20001
 Attention: General Manager
 Email: donovon.mcdanle@crestline.com

With copy to: Square 369 Hotel TRS, LLC
 c/o Quadrangle, 1001 G Street, NW, Suite 900
 Washington, DC 20001
 Attention: General Counsel
 Email: eliserabekoff@quad1.com

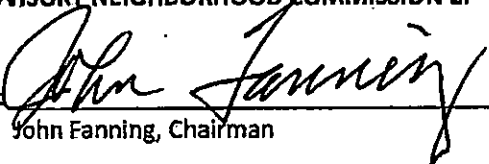


If to the ANC: Advisory Neighborhood Commission 2F
5 Thomas Circle, NW Washington, DC 20005
ANC2FOffice@gmail.com

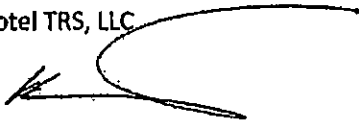
Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year stated below.

ADVISORY NEIGHBORHOOD COMMISSION 2F

By:  7/11/18
John Fanning, Chairman Date

APPLICANT

Square 369 Hotel TRS, LLC
By:  7/11/18
Christopher Gladstone, President Date