

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

In the Matter of:)
)
Saul Urban Host, LLC)
)
Applicant for a New)
Retailer's Class CT License)
)
at premises)
15 Dupont Circle, N.W.)
Washington, D.C. 20036)
)

Case No.: 16-PRO-00092
License No.: ABRA-103525
Order No.: 2016-549

Saul Urban Host, LLC (Applicant)

Nicole Mann, Chairperson, Advisory Neighborhood Commission (ANC) 2B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2B'S PROTEST**

The Application filed by Saul Urban Host, LLC (Applicant) for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 19, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2B have entered into a Settlement Agreement (Agreement), dated September 19, 2016, that governs the operation of the Applicant's establishment.

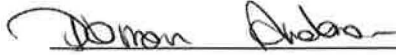
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Nicole Mann, on behalf of ANC 2B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.

Accordingly, it is this 19th day of October, 2016, **ORDERED** that:

1. The Application filed by Saul Urban Host, LLC for a new Retailer's Class CT License, located at 15 Dupont Circle, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;
3. 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; and
4. Copies of this Order shall be sent to the Applicant and ANC 2B.

District of Columbia
Alcoholic Beverage Control Board

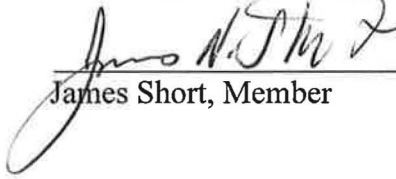


Donovan Anderson, Chairperson



Nick Alberti, Member

Mike Silverstein, Member



James Short, 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 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 (2008) 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 19th day of September, 2016 by and between Saul Urban Host, LLC t/a TBD, License #103525 ("Applicant"), and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class CT, License Number 103525, for a business establishment ("Establishment") located at 15 Dupont Circle, N.W. Washington, D.C. ("Premises");

WHEREAS, Protestant filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;-

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on peace, order and quiet, and to eliminate the need for a Protest Hearing regarding the license application.

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.** Applicant will operate an apartment building at the Premises (the "Project") featuring furnished studio apartments for each tenant and several shared amenity spaces within the common areas of the building. The amenity spaces include a lounge area, a shared kitchen, and a library, all of which are located within the second floor of the former Patterson Mansion. Applicant will make available food and beverage services as a part of the amenities programming for the Project, which includes a full-time bar and hors d'oeuvres in the lounge area, a continental breakfast served in the amenity spaces, events for residents, guests, and invitees, and the ability to bring food and beverages into any of the common areas. The food and beverage services will not be available to the public, but will be available to tenants, guests, invitees and those attending special events at the Project. The common areas in the Project will not be accessible to the public. There will be no signage visible to the exterior of the Project referring to the food or beverage services.
3. **Notice and Opportunity to Cure.** 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 Applicant or the licensee fails to cure within the 30-day period (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) such failure shall constitute a cause for filing a complaint with the Alcoholic Beverage Regulation Administration ("ABRA"). 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, postage prepaid, 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: Saul Urban Host, LLC
7700 Old Georgetown Road, Suite 700
Bethesda, MD 20814
Attn: Sheldon J. Weisel
Executive Vice President and General Counsel
Office: (301) 986-6065
Sheldonweisel@saulurban.com

If to Protestants: ANC 2B
9 Dupont Circle, N.W.
Washington, DC 20036
Attn: John Kupcinski
ANC 2B07 Commissioner
(202) 643-5293
Anc2b07@gmail.com

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice in the manner prescribed above shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

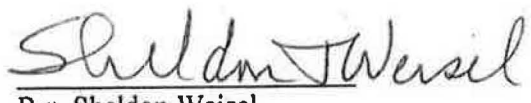
4. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

 9/16/16

By: Nicole Mann
Chair, Dupont Circle ANC 2B
Commissioner, ANC 2B08

APPLICANT:

 9/19/16

By: Sheldon Weisel
Saul Urban Host, LLC
Executive Vice President and General
Counsel