

**Settlement Agreement Concerning
License ABRA-82871 to
Brixton Pub, LLC, t/a The Brixton,
901 U St NW**

THIS AGREEMENT, made and entered into this 31st day of October, 2016, by and between Brixton Pub, LLC, t/a The Brixton (“Licensee”) and Advisory Neighborhood Commission 1B (“ANC 1B”) witnesses.

RECITALS

WHEREAS, the Licensee has a License Class CT (ABRA-82871) (“License”) for a business establishment located at 901 U St NW (“Establishment”) with the District of Columbia Alcoholic Beverage Regulation Administration (“Board”); and

WHEREAS, the parties desire to enter into a Settlement Agreement containing certain restrictions on Licensee’s operation so as to address the concerns raised by ANC 1B

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.
 - a. The Licensee will operate and manage a Class CT tavern, as defined by the Board.
 - b. Licensee may operate a summer garden on the roof of the Establishment.
 - c. Licensee may have a cover charge and live entertainment.
 - d. Licensee may have entertainment on the roof of the Establishment, provided that no designated dance floor shall be permitted.
 - e. No outside service on public space may occur unless Licensee obtains a sidewalk café permit or is approved for a sidewalk café endorsement.
 - f. The maximum number of patrons shall be the number of seats on the Establishment’s Certificate of Occupancy. Licensee shall post its Certificate of Occupancy in public view at all times.

2. Hours of Operation and Sales.

- a. Establishment's permitted hours of operation, and selling, serving, and consuming alcohol, shall be as follows:

Day	Not Earlier Than	Not Later Than
Monday	11:00 a.m.	2:00 a.m.
Tuesday	11:00 a.m.	2:00 a.m.
Wednesday	11:00 a.m.	2:00 a.m.
Thursday	11:00 a.m.	2:00 a.m.
Friday	11:00 a.m.	3:00 a.m.
Saturday	11:00 a.m.	3:00 a.m.
Sunday	10:00 a.m.	2:00 a.m.

- b. Licensee may apply for extended holiday hours or other temporary changes in hours.

3. Noise.

- a. Licensee shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Licensee shall take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises, including, but not limited to, making architectural modifications to the Establishment.
- c. The entrance door and windows (excluding the summer garden) of the premises shall be kept closed at all times during business hours when music is being played or any sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises and any emission of sound during such circumstances will not be deemed a violation of this provision.
- d. Licensee shall post a conspicuous sign at each exit advising the necessity of quiet departure. Per DCMR §22-1321 ("disorderly conduct") "[i]t is unlawful for a person to make an unreasonably loud noise between 10:00 p.m. and 7:00 a.m. that is likely to annoy or disturb one or more other persons in their residences."
- e. Licensee shall receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.

4. Trash and Odors.

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.
- b. Any damaged or leaking containers shall be repaired or replaced within 24 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- c. Licensee shall arrange for trash and recycling collection a minimum of 3 times per week; and for grease removal a minimum of once per month.
- d. Licensee shall not allow trash or recyclable materials, including bottles and cans, to be disposed outdoors between the hours of 10:00 p.m. and 7:00 a.m. and shall not allow trash collection to occur during these hours.
- e. Licensee shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris, and shall power wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of twice per month.
- f. Licensee shall not emit objectionable odors. Licensee shall take all reasonable actions to mitigate odors emanating from the Establishment, including, but not limited to, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

5. Rat and Vermin Control.

- a. Licensee shall reasonably eliminate potential attractions for rodents and other pests, including immediate exterior sources of food, standing water, and shelter locations.
- b. Licensee shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.

6. Parking. Licensee shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation.

7. Compliance with Regulations. Licensee shall comply with regulation of the Board, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license. Violations of agency regulations shall constitute a violation of this Agreement.

8. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Licensee. Licensee agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.
9. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request
10. Notices.
 - a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to ANC 1B:
Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to Licensee:
Brixton Pub, LLC, t/a The Brixton
901 U St NW
Washington, DC 20001

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Licensee and ANC 1B, Licensee hereby agrees to aforementioned covenants.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANC 1B:



Brad Gudzin, representative for ANC 1B

Date Signed: 10/31/2016



James Turner, Chair, ANC 1B

Date Signed: November 7, 2016

LICENSEE:

Brixton Pub, LLC, t/a The Brixton

By: Ian Hilton

Print Name/Title: Ian Hilton/Managing Member

Date Signed: 10/31/2016

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Document History



SENT

10/31/2016

08:49:43 UTC-5

Sent for signature to Brad Gudzinis (1b02@bradworks.net), James Turner (1b09@anc.dc.gov) and Ian Hilton (ihilton1@gmail.com)
IP: 170.109.16.2



VIEWED

10/31/2016

09:05:12 UTC-5

Viewed by Ian Hilton (ihilton1@gmail.com)
IP: 173.73.117.101



SIGNED

10/31/2016

09:08:00 UTC-5

Signed by Ian Hilton (ihilton1@gmail.com)
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VIEWED

10/31/2016

09:18:21 UTC-5

Viewed by Brad Gudzinis (1b02@bradworks.net)
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SIGNED

10/31/2016

09:23:05 UTC-5

Signed by Brad Gudzinis (1b02@bradworks.net)
IP: 170.109.16.2



INCOMPLETE

10/31/2016

09:23:05 UTC-5

This document has not been fully executed by all signers.