

April 19, 2013

Lloyd Jordan, Chairperson
D.C. Board of Zoning Adjustment
Office of Zoning
441 4th Street, NW, Suite 200 South
Washington, DC 20001

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 18486
EXHIBIT NO. 441

RECEIVED
D.C. OFFICE OF ZONING
2013 APR 22 AM 9:10

Re: Case No. 18486: Application for Minor Modification of Approved Special
Exception Relief for Property Located at Georgetown Park Mall (Square 1200,
Lot 868)

Dear Chairperson Jordan:

The Board held a hearing on the above-referenced application on January 15, 2013, and issued an order approving the application on January 24, 2013. The Board approved special exception relief to allow a 12-lane bowling alley in the Georgetown Park Mall (Square 1200, Lot 868) ("Property"). The Applicant would like to modify the approved plans as follows:

- Provide two additional bowling lanes on the lower level of the restaurant for a total of 14 bowling lanes, and
- Move all bocce lanes to the lower level of the restaurant.

The Applicant has presented these changes to the Georgetown Park Condominium Association, which has acknowledged and approved the proposed changes (attached). The Applicant believes that the enclosed minor modifications are consistent with the conditions of approval listed in the Order, as they increase the buffer between all bowling and bocce activity from the residential tenants located above the mall. The modified floor plans place all bowling and bocce activity on the lower level of the restaurant, which increases the buffer between the residential units and these active retail spaces. The Applicant is not proposing any modifications to the conditions of approval in Order No. 18486.

The Board has the authority to approve the attached plans without a public hearing pursuant to Section 3129 of the Zoning Regulations. This request is being served simultaneously on the ANC, which was the only party to the case. The requested modification does not change any of the material facts upon which the Board based its decision. In fact, the proposed modifications

Lloyd Jordan
April 19, 2013
Page 2

are consistent with the concerns the Board heard with respect to noise and vibrations that may be generated by the proposed uses. The new floor plan further isolates these uses, minimizing any chance that the residential units will be affected by the activities taking place within the restaurant space. Additionally, the Applicant remains committed to ensuring that no noise or vibrations will be felt outside of the restaurant.

Please feel free to contact the undersigned if you have any questions regarding this application and the attached materials. Otherwise, we ask that this minor modification be placed on the Board's next public meeting agenda.

Sincerely,


Allison C. Prince

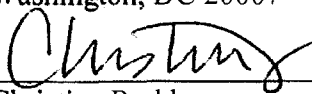

Christine A. Roddy

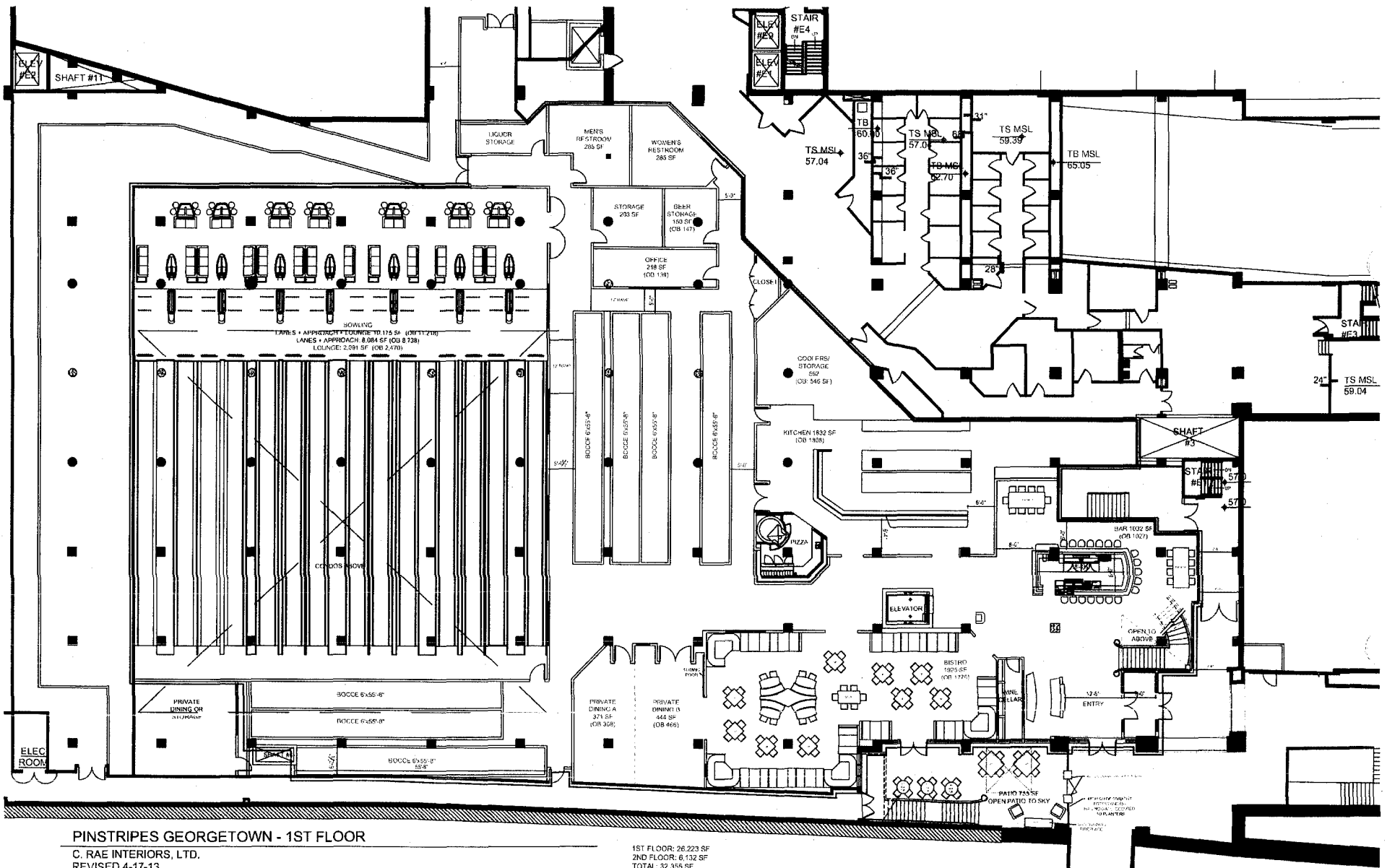
I hereby certify that a copy of this application was sent to the following addresses on April 19, 2013:

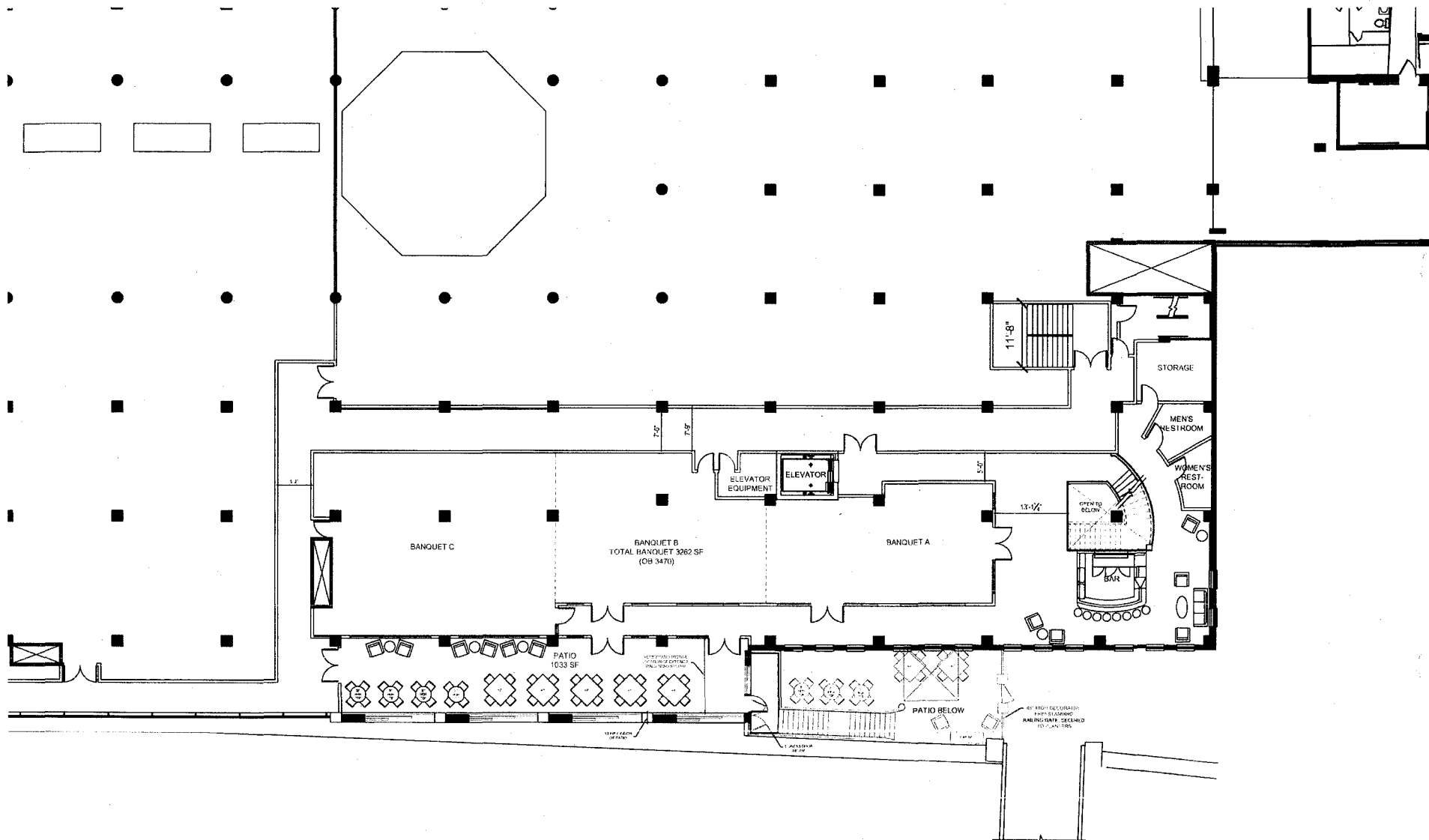
Joel Lawson
Maxine Brown-Roberts
Office of Planning
1100 4th Street, SW
Suite E-650
Washington, DC 20024

ANC 2E
3265 S Street, NW
Washington, DC 20007

William Starrels, SMD
1045 31st Street NW #502
Washington, DC 20007


Christine Roddy





PINSTRIPES GEORGETOWN - 2ND FLOOR

C. RAE INTERIORS, LTD.

REVISED 4-17-13

SCALE: 1/16"=1'-0"

1ST FLOOR: 26,223 SF
 2ND FLOOR: 6,132 SF
 TOTAL: 32,355 SF
 BOWLING: (1 ANF'S + APPROACH) 8,084 SF
 PATIO 1ST FLOOR: 756 SF
 PATIO 2ND FLOOR: 1,033 SF

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 17th day of April, 2013 by and between Pinstripes, Inc. (hereinafter the "Applicant") and Georgetown Park Unit Owners' Association (hereinafter the "Association").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class CR license for a portion of the Georgetown Park Mall (GPM) located at 3222 M Street, N.W., Washington, D.C. (said portion hereinafter "the Premises"); and,

WHEREAS, the Association represents the interests of the individual unit owners and occupants of the residential condominium units; and,

WHEREAS, the parties have reached certain agreements intended to mitigate the effects of operation of Applicant's business on the residential units; and,

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a potentially-protested ABC application proceeding to resolve their concerns by negotiating agreements, and the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Association's concerns and the Association will refrain from protest of the Applicant's pending ABC license application;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. No smoking shall be permitted in any portion of the restaurant, including any outdoor patio space.
2. The bowling lanes and other fixtures within the restaurant shall be located substantially as represented in the floor plans submitted to the BZA, although table and seating layout is provided for illustrative purposes only.
3. The restaurant shall not serve alcohol after 12:30 am on Friday and Saturday and it shall not serve alcohol after 11 pm on Sunday through Thursday.
4. The restaurant shall not open before 8 am on any day. The restaurant shall close no later than 1 am on Friday and Saturday and it shall close no later than 11:30 pm on Sunday through Thursday.
5. All kitchen exhaust from the restaurant shall be vented through a code compliant vertical duct off of the roof, and any maintenance to this system or to the HVAC system requiring access to the roof of the building will be done between 9 am and 6 pm.
6. The upper patio ("Upper Patio") shall have a retractable enclosure which shall, when closed, contain an inaudible level of noise coming from the Upper Patio and from the interior of the Premises (the "Enclosure").
7. When the Upper Patio is not completely enclosed, it shall not be used and it shall not be occupied after 10 p.m. on Friday - Saturday or after 9 p.m. Sunday - Thursday. Further, when the Upper Patio is not enclosed, it shall not be used before 10 am Sunday through Saturday.
8. The Upper Patio shall, at all times, whether enclosed or not, contain a patio roof that blocks

views of the Upper Patio from the residents in units above the Upper Patio.

9. There shall be no direct doorway between any banquet room and the Upper Patio.
10. The maximum seating capacity for the Upper Patio shall be forty-two (42) and the maximum aggregate capacity for the Upper Patio, whether seated or standing, shall be fifty (50) persons.
11. The doors to the Upper Patio from the interior of the Premises shall remain closed at all times, to be opened only for ingress and egress.
12. No music is permitted on the Upper Patio unless it is fully and completely enclosed. The Upper Patio shall be enclosed at all times when the banquet rooms are used for a private party during which sound attenuation measures are required, such as weddings and bar mitzvahs.
13. The lower patio (the "Lower Patio") shall be closed and kept unoccupied after 10 pm on Friday – Saturday and no later than 9 pm on Sunday - Thursday. It shall not be used before 10 am.
14. The maximum seating capacity for the Lower Patio shall be thirty (30). The maximum aggregate capacity for the Lower Patio, whether seated or standing, shall be thirty-six (36) persons.
15. The fire pit intended for the Lower Patio shall be a gas-burning fixture only and shall not be lit at any time when the Lower Patio is closed.
16. No music is permitted on the Lower Patio at any time.
17. To the extent possible, the restaurant shall prohibit loitering in areas adjacent to the Premises. If such loitering occurs and disrupts the Association's Residents, the restaurant agrees to meet with the Association to discuss and implement possible solutions.
18. The Premises shall be constructed in such a manner that operation of the bowling lanes, including howling, setting pins, rolling balls, interaction among patrons, or any other noise or vibration

associated with operation of the Premises, shall not be heard or felt in any of the Association residences.

19. Soon after the restaurant commences its design efforts, the restaurant shall provide the Association with a copy of the specific sound attenuation design plans it intends to include in its detailed building permit plans, to be prepared and submitted in the future ("Plans"). The Association shall have the opportunity to have its acoustic consultants review the Plans and submit its comments on the Plans in writing to the restaurant within ten (10) business days. The restaurant shall give due consideration to the comments provided by the Association.

20. The restaurant shall provide to the Association both a phone number and an e-mail address of a restaurant representative, so that any Resident may contact the restaurant in the event of disturbances from noise or other aspects of the restaurant operation. The restaurant shall have a management representative attend a meeting with the Association on a monthly basis (or less often, at the Association's election) during build-out of the Premises and for the first six months after the restaurant opens for business, and thereafter at least twice a year, to work together to resolve any concerns.

21. The restaurant will neither undertake any concrete demolition or any outdoor work involving the Upper Patio prior to 9 am Monday through Saturday. The restaurant will otherwise use good faith efforts to commence with any construction generating excessive noise after 9 am. Any other construction shall be performed in accordance with the permits.

22. All exterior signage shall be designed in a manner that is sensitive to the building's location in the Georgetown Historic District and shall be subject to approval by the Old Georgetown Board. All exterior signage that has lighting must be turned off within thirty (30) minutes of closing. There shall be no flashing lights outside the Premises. Further, there shall be no flashing lights within the Premises

that are visible from outside the Premises.

23. Pinstripes shall install permanent screen walls or landscaping or a combination of both to limit the effect on the privacy of nearby properties of the Upper and Lower Patios. Any permanent screen walls will be subject to approval by the Old Georgetown Board.

24. Any windows in the Pinstripes Restaurant shall remain closed when music is being played or voices are raised to a level such that the music or voices can be heard outside. Notwithstanding the above, the windows will be closed after 10 p.m. Friday and Saturday, and after 9:00 p.m. Sunday-Thursday. The windows on the second level shall remain closed at all times when the banquet rooms are used for a private party during which the sound level from music needs to be attenuated, such as weddings and bar mitzvahs.

25. The parties agree that Applicant will be given notice of any alleged violation of this Agreement. Notwithstanding the foregoing, the parties reserve all legal rights that they have to enforce this Agreement, and nothing herein shall prevent the Association or any of its residents from seeking enforcement of this Agreement and applicable regulations by District of Columbia ABRA and law enforcement officials and processes in the event of a violation.

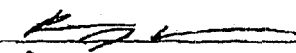
26. The parties jointly request that the ABC Board accept this Agreement as a condition of approval of the Applicant's Application and incorporate the text of this Agreement in an Order of the Board granting Applicant's Retailer's Class CR license.

IN WITNESS WHEREOF, the parties place their signatures to this Agreement.

PINSTripES, INC.

By: 
Dale Schwartz, President

GEORGETOWN PARK UNIT OWNERS'
ASSOCIATION

By: 
Brian Brennan, President

F:\npd\alans\cobden\Pinstripes SVA 3.13.12.doc