

Settlement Agreement

This settlement agreement (SA) made this 17th day of September by and between The Hilltop Restaurant (Applicant) and Advisory Neighborhood Commission 1B (ANC)

RECITALS

Whereas, Applicant has applied for a retailer's license (60236) Class CT for premises located at 2737 Sherman Ave. NW

Whereas, the parties have agreed to enter into this settlement agreement pursuant to Section 1513.2 of 23 DCMR, and request the Alcoholic Beverage Control Board approve Applicant's license conditioned upon 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. **Supersedes.** This SA supersedes any and all existing settlement agreements or voluntary agreements between the parties.
2. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
3. **Hours of operation**
 - (a) **Indoor hours of operation.** The applicant's indoor hours of operation shall be 10 a.m. to 1 a.m., Sunday through Wednesday, and 10 a.m. to 2 a.m., Thursday through Saturday
 - (b) **Outdoor hours of operation.** The applicant's outdoor hours of operation, whether in a summer garden, roof deck, or sidewalk café, shall be 10 a.m. to 11 p.m., Sunday through Saturday.
 - (c) **No change without notice.** Any change to these hours should be considered a substantial change in conflict with this settlement agreement and subject to further negotiation between the parties.
4. **Removal of tables and chairs from outdoor areas.** Applicant shall move outdoor furniture inside or make it otherwise inaccessible when the establishment is closed.
5. **Security.** Applicant shall maintain security cameras and perimeter alarms on the interior of the building and two cameras for the outside

patio.

6. **Maintenance of premises.** Applicant shall maintain the exterior area immediately in front and behind 2737 Sherman Ave. NW.
7. **Trash.** Applicant shall ensure that any trash pickup and haulaway occurs between the hours of 10 a.m. and 3 p.m. Trash shall be stored indoors. Applicant shall contract with a private vendor for rodent and pest control.
8. **Notices.** In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service as follows:

If to licensee:

Sam Jahanbeen, Managing Member
Hilltop Restaurant
2737 Sherman Ave. NW
Washington, DC 20001

If to ANC:

ANCIB
PO Box 73710
Washington DC 20056

Applicant may change the notice address listed above by written notice to the signatories hereto. Applicant shall provide a written response to any notification under this Agreement within five business days. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be concurrent with the filing of a complaint with the Alcoholic Beverage Control Board.

9. **Signs and posters.** Applicant shall not place signs/posters on more than twenty-five percent of its windows and shall not stack merchandise in front of the windows so as to obstruct visibility into the establishment. Windows shall be cleaned on a regular basis. Applicant shall maintain the property in reasonable condition that does not detract from the adjacent residential community and shall expeditiously remove or paint over any graffiti on its immediate premises.

10. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

11. **Authority.** Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

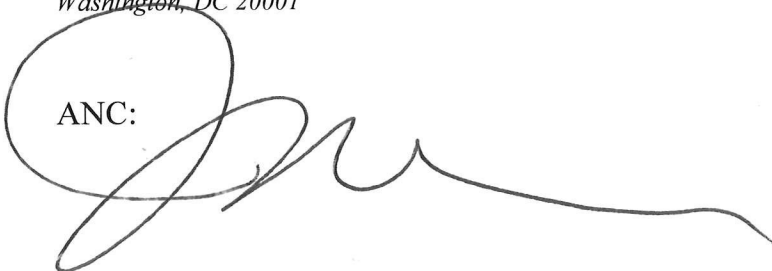
In witness whereof, the parties have executed this Settlement Agreement as of the day and date first above written.

Applicant:



Sam Jahanbeen, Managing Member
Hilltop Restaurant
2737 Sherman Ave. NW
Washington, DC 20001

ANC:



James A. TURNER
Chair 1B, Commission 1B09