THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
DC Four Lessee, LLC	)	
t/a Hotel Helix	)	
	)	
Applicant for Substantial Change	)	
(Summer Garden)	)	Case No. 15-PRO-00079
to a Retailer's Class CH License	)	License No. ABRA-079243
	)	Order No. 2015-542
at premises	)	
1430 Rhode Island Avenue, N.W.	)	
Washington, D.C. 20005	)	
	)	

DC Four Lessee, LLC, t/a Hotel Helix (Applicant)

John Fanning, Chairperson, Advisory Neighborhood Commission (ANC) 2F

Stuart Serkim, on behalf of A Group of Five or More Individuals

Allan Friedman, on behalf of A Group of Five or More Individuals

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

ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF PROTESTS

The Application filed by DC Four Lessee, LLC, t/a Hotel Helix, for a Substantial Change to include a Summer Garden (Rooftop) to its Retailer's Class CH License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 24, 2015, and Protest Status Hearing on October 21 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2F have entered into a Settlement Agreement (Agreement), dated November 4, 2015, 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 John Fanning, on behalf of ANC 2F, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2F and the two Groups of Five or More Individuals.

Accordingly, it is this 18th day of November, 2015, **ORDERED** that:

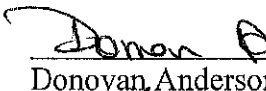
1. The Application filed by DC Four Lessee, LLC, t/a Hotel Helix, for a Substantial Change to include a Summer Garden to its Retailer's Class CH License, located at 1430 Rhode Island Avenue, N.W., Washington, D.C., is **GRANTED**;

2. The Protests of ANC 2F and the two Groups of Five or More Individuals in this matter are hereby **DISMISSED**;

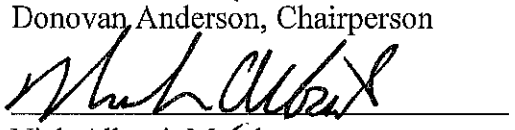
3. The above-referenced Settlement Agreement, dated November 4, 2015, submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Applicant, ANC 2F, and the two Groups of Five or More Individuals.

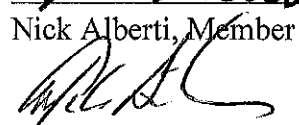
District of Columbia
Alcoholic Beverage Control Board



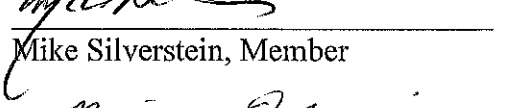
Donovan Anderson, Chairperson



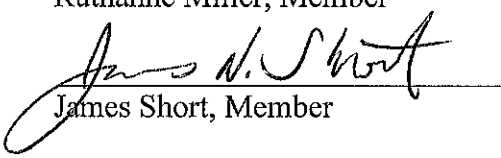
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, 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 (this "***Agreement***") is dated (and for all purposes deemed effective) as of the 4th day of November, 2015 by and between DC FOUR LESSEE, LLC (the "***Licensee***"), owner of the Hotel Helix located at 1430 Rhode Island Avenue, NW, Washington, DC (the "***Hotel***"), and Advisory Neighborhood Commission 2F ("***ANC 2F***"), and two protesting Groups of Five, and collectively with the Licensee, the "***Parties***").

WHEREAS, Licensee has applied for a rooftop summer garden endorsement (the "***Endorsement***") which would permit alcohol service on the roof deck of the Hotel;

WHEREAS, ANC 2F and Groups of Five filed timely protest against the issuance of the Endorsement pursuant to D.C. Code §25-601 (4);

WHEREAS, the Parties have agreed to the terms of this Agreement (without prejudice to enforcement of prior voluntary agreements) and request that the Alcoholic Beverage Control Board (the "***ABC Board***") approve the Endorsement conditioned upon the Licensee's compliance with this Agreement; and

WHEREAS, the Parties desire to settle the protest pursuant to D.C. Official Code §25-446;

NOW THEREFORE, the Parties agree as follows:

1. Hours of Operation. The hours of operation and alcohol service for the rooftop summer garden shall be:

   Sunday – Wednesday: 8:00 a.m. – 10:00 p.m.
   Thursday – Saturday: 8:00 a.m. – 12:00 a.m.

   It is understood that no patrons shall remain on the summer garden past the designated closing hour.

2. Occupancy. The swimming pool on the summer garden is for use of Hotel guests (and their legitimate guests) only. The swimming pool will be closed when the summer garden is open to the general public or for private events not open to the general public. The maximum occupancy for the summer garden when the pool is closed is 72. No smoking will be permitted on the rooftop summer garden. In order that litter may be avoided, only non-disposable tableware and barware shall be utilized on the rooftop summer garden.

3. Noise Abatement and Standards. No live music will be presented on the rooftop summer garden. Presentation of recorded music shall cease ½ hour prior to the designated closing hour. Recorded music shall not be played prior to 12:00pm on weekends or on Federal Holidays. The Licensee agrees to employ sufficient noise abatement and mechanical

controls (including governors) on audio devices to ensure that the level of any form of amplified sound, noise, and/or vibration emanating from the summer garden complies with applicable law and this Agreement. Without limiting the generality of the foregoing, and consistent with the provisions of Section 4 of this Agreement, the Licensee agrees to review and, as required to ensure ongoing compliance with this Agreement, take such additional actions (including, without limitation, the installation of additional sound abatement materials and the development of policies) to prevent the emanation of any form of amplified sound, noise, and/or vibration from the summer garden which may be heard in any residence (including outdoor patios of residences). The Hotel shall request reasonable access to neighboring properties, including those of the Groups of Five, prior to the opening of the summer garden to conduct tests to confirm that any form of amplified sound, noise, and/or vibration from the summer garden is not audible in such dwellings.

4. Continuing Cooperation.
   a. The Licensee will provide all Parties the phone number of the Hotel to reach the manager on duty. If residents contact the manager on duty, who is responsible for the compliance with the provisions of this Agreement, the manager on duty will promptly determine whether sound levels exceed the requirements of this Agreement and, if so, will promptly lower sound levels or undertake such measures as may be needed to comply with this Agreement and applicable law, including removal of disorderly patrons.
   b. Without limiting the generality of the foregoing, the Licensee agrees to review and take any action reasonably required to ensure ongoing compliance with this Agreement, including without limitation, developing policies to avoid complaints. If there are noise complaints from local residents, the Licensee shall take all steps reasonably required to address such complaints, including the installation of additional noise controls as necessary to ensure Licensee's compliance with applicable law and this Agreement.
   c. The Licensee shall maintain readily visible signage at the entry point of the rooftop to the summer garden reminding patrons that they are in a residential neighborhood and requesting that their enjoyment of the rooftop be in a respectful and orderly manner. The Licensee shall remove from the rooftop summer garden any person who fails to adhere to this admonition.
   d. The Licensee intends to erect a 47" high glass railing around the boundaries of the rooftop summer garden. Said railing shall be sealed at the bottom so as to provide a 47" high glass barrier intended to inhibit emanation of sound from the rooftop. In the event that noise from the rooftop nonetheless generates reasonable complaints from neighboring residents, in addition to aforementioned noise abatement and continuing cooperation, the Licensee agrees to pursue in good faith the governmental approvals required to extend the height of said barrier beyond 47."
   e. The Licensee agrees that a Hotel employee with understanding of the terms of this Agreement and applicable law will be physically present at the rooftop summer garden during all hours of operation and will monitor sound levels to ensure compliance.

5. Withdrawal of Protest. Upon execution of this Agreement and its acceptance by the ABC Board, the Parties agree that the Parties' protest of the Licensee's application for the Endorsement shall be dismissed.

6. Complaint Log. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

7. 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 immediately upon request.

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

9. 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.

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

11. 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.

12. 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 should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the

case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations 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.

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.

Executed as of the date first above written.

LICENSEE

Chris Hague
VP, Asset Management

Dc Four Lessee, LLC
1430 Rhode Island Avenue, NW
Washington, DC

ADVISORY NEIGHBORHOOD COMMISSION 2F

John Fanning, Chair
For the Advisory Neighborhood Commission 2F
5 Thomas Circle, NW
Washington, DC 20005
Phone: (202) 642-3168
anc2foffice@gmail.com

GROUP OF FIVE OR MORE

Stuart Serkin
Willison Condominium
1425 Rhode Island Avenue, NW
#60

Melissa Stegeman
Zenith Condominium
1437 Rhode Island Ave, NW

Jeffrey Dzieweczynski
1422 Rhode Island Ave, NW

Matt Higgins
1441 Rhode Island Avenue Condominium
1441 Rhode Island Ave, NW

Patricia Aronsson
1442 Rhode Island Ave, NW

GROUP OF FIVE OR MORE

Beth Stewart
1426 Rhode Island Ave. NW Condo Association
1426 Rhode Island Ave. NW

James Kane
1426 Rhode Island Ave. NW

Joe Findlay
1426 Rhode Island Ave. NW

Allan Friedman
1426 Rhode Island Ave. NW

Katie Gan
1426 Rhode Island Ave. NW

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
DC Four Lessee, LLC t/a Hotel Helix	)	
Applicant for Renewal of a Retailer's Class CH License at premises 1430 Rhode Island Avenue, N.W. Washington, D.C. 20005	)	License No. 079243 Order No. 2010-445 Case No. 10-PRO-00069

DC Four Lessee, LLC, t/a Hotel Helix, Applicant

Charles Reed, Chairperson, Advisory Neighborhood Commission (ANC) 2F

Bob Maffin, President, Logan Circle Community Association

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON AMENDED VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Beverage Control Board (Board) reflect that DC Four Lessee, LLC, t/a Hotel Helix, (Applicant), has submitted an Application to Renew its Retailer's Class CH License, located at 1430 Rhode Island Avenue, N.W., Washington, D.C. The Applicant; Chairperson Charles Reed, on behalf of ANC 2F; and Bob Maffin, on behalf of Logan Circle Community Association, have entered into an Amended Voluntary Agreement (Agreement), dated July 29, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest of this Application by ANC 2F.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Charles Reed, on behalf of ANC 2F;

and Bob Maffin, on behalf of Logan Circle Community Association, are signatories to the Agreement.

Accordingly, it is this 18th day of August 2010, **ORDERED** that:

1. The Application filed by DC Four Lessee, LLC, t/a Hotel Helix (Applicant), for renewal of its Retailer's Class CH license located at 1430 Rhode Island Avenue, N.W., Washington, D.C., is **GRANTED**;

2. The Protest in this matter is hereby **WITHDRAWN**;

3. The above-referenced Amended Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Applicant, ANC 2F, and Bob Maffin, on behalf of Logan Circle Community Association.

District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Chairperson

Mital M. Gandhi, Member

Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member

Calvin Nophlin, Member

Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

AMENDMENT TO VOLUNTARY AGREEMENT

THIS AMENDMENT TO VOLUNTARY AGREEMENT ("Amendment") is made this 29th day of July, 2010, by and between DC FOUR LESSEE, LLC t/a Hotel. Helix ("Applicant") and Advisory Neighborhood 2F ("ANC 2F") and LOGAN CIRCLE COMMUNITY ASSOCIATION, an unincorporated association in the District of Columbia, ("LCCA"), (ANC 2F and LCCA being jointly referred to as the "Community").

WITNESSETH

WHEREAS, Applicant is a holder of Retailer's License Class CH, ABRA 079243, for premises located at 1430 Rhode Island Avenue, NW, Washington, DC; and

WHEREAS, the ANC 2F, LCCA and the Rhode Island West Association (now defunct) entered into a Voluntary Agreement dated May 22, 2003, which was accepted by the Alcoholic Beverage Control Board ("Board") and remains in full force and effect; and

WHEREAS, Applicant has applied for renewal of its license; and ANC 2F has filed a protest to such renewal; and

WHEREAS, the parties have met to resolve differences relating to the operations of the Applicant and wish to amend the Voluntary Agreement upon the terms and conditions hereinafter set forth; and

WHEREAS, Applicant covenants to the Community that it shall meet further with the Community to resolve the concerns of the Community regarding the hotel's current use of the Public Space in front of the hotel premises as reserved parking spaces; and

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. *Recitals Incorporated.* The recitals set forth above are incorporated herein by reference.

2. Paragraph 9 of the Voluntary Agreement is amended in its entirety to read as follows:

> 9. *Parking.*
>
> (a) Applicant agrees to offer valet parking to its restaurant patrons in spaces available within its hotel parking garage and overflow lot.
>
> (b) Applicant is also aware of the Community concerns relating to the traffic congestion created by tour busses which discharge and pick up passengers who are clients of the hotel on the busy Rhode Island thoroughfare. Applicant agrees to notify operators and drivers of such busses from time to time that District of Columbia traffic ordinances prohibit stationing of such busses in the public streets for more than 10 minutes, and to take such other steps as they may deem reasonable to ameliorate the problem.
>
> (c) Applicant shall take such steps as may be reasonable to cause purveyor or linen trucks serving the hotel not to block the alleyway East of the hotel; the Community shall provide whatever reasonable assistance it may give in dealing with City agencies concerning the restricted passage ways and other parking in the alleys that exacerbate the blocking of the alley.

3. The following shall be added to Paragraph 10 of the Voluntary Agreement:

> Applicant shall maintain records of complaints received from community residents and responses thereto concerning its operations, and shall provide access to such records by ANC 2F; shall designate one or more persons to whom such complaints may be addressed by residents.

4. ANC 2F dismisses its protest subject to the Board's acceptance of this Amendment, and subject to Applicant's continued compliance with the Voluntary Agreement, as amended.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to Voluntary Agreement as of the date set forth above.

APPLICANT

DC FOUR LESSEE, LLC

By_____
Title:

COMMUNITY

ANC 2F

By:_____
Charles Reed, Chairman

LOGAN CIRCLE COMMUNITY ASSOCIATION

By:_____
Bob Maffin, President

IN WITNESS WHEREOF the parties hereto have executed this Amendment to Voluntary Agreement as of the date set forth above.

APPLICANT

DC FOUR LESSEE, LLC

By_____
Title:

COMMUNITY

ANC 2F

By:_____
Charles Reed, Chairman

LOGAN CIRCLE COMMUNITY ASSOCIATION

By:_____
Bob Maffin, President

IN WITNESS WHEREOF the parties hereto have executed this Amendment to Voluntary Agreement as of the date set forth above.

APPLICANT

DC FOUR LESSEE, LLC

By_____
Title: CFO & E.V.P

COMMUNITY

ANC 2F

By:_____
Charles Reed, Chairman

LOGAN CIRCLE COMMUNITY ASSOCIATION

By:_____
Bob Maffin, President

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
LaSalle Washington Four Lessee, Inc.	)	
t/a Hotel Helix	)	
	)	
Retailer's Class CH License	)	Application no. 11679
	)	2003-43
at premises	)	
	)	
1430 Rhode Island Avenue, N.W.	)	
Washington, D.C.	)	
	)	

Alan DeSantis, Vice President, on behalf of LaSalle Washington Four Lessee, Inc., Frank Mobilio, President, on behalf of the Logan Circle Community Association, Helen Kramer, Chair, on behalf of the Advisory Neighborhood Commission 2F, and Jerry Newberry, on behalf of the Rhode Island West Association, Signatories

BEFORE: Charles Burger, Acting Chairperson
Vera Abbott, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

ORDER ON VOLUNTARY AGREEMENT

This matter came before the Board for approval on May 28, 2003. The signatories to the attached voluntary agreement dated May 22, 2003 submitted the agreement to the Board in accordance with the D.C. Official Code Title 25, Section 446 (2000 Edition).

Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 11th day of June 2003, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and does **INCORPORATE** the text of the same into the Order.

District of Columbia
Alcoholic Beverage Control Board

Charles Burger

Charles Burger, Acting Chairperson

Vera M. Abbott

Vera Abbott, Member

Laurie Collins

Laurie Collins, Member

Judy D. Moy

Judy Moy, Member

not voting

Ellen Opper-Weiner, Esquire, Member

not voting

Audrey E. Thompson, Member

#11679

VOLUNTARY AGREEMENT

This VOLUNTARY AGREEMENT ("Agreement") is made this 22nd day of May, 2003 by and between LaSalle Washington Four Lessee, Inc. ("Licensee") and the Logan Circle Community Association ("LCCA"), the Rhode Island West Association ("RI West") and Advisory Neighborhood Commission 2F ("ANC2F") (jointly "the Community").

WITNESSETH

WHEREAS, Licensee is the holder of a Retailer's License Class CH (hotel) for premises at 1430 Rhode Island Avenue, N.W. Washington, D.C. Application No.11679.

WHEREAS, the Licensee filed with the District of Columbia Alcoholic Beverage Control Board ("Board") an application for a substantial change in the nature of the operation of the establishment, to wit, service of alcoholic beverages on its side terrace ("Summer Garden").

WHEREAS, the Licensee and the Community have agreed to enter into this Agreement and to request that the Alcoholic Beverage Control Board approve the Licensee's application and support a stipulated summer garden permit, which is a temporary permit pending final Board approval and effective immediately, conditioned upon the Licensee'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. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.

2. Nature of the Summer Garden. Licensee operates a full-service hotel with a restaurant offering breakfast, lunch and dinner service. The summer garden is located on the west-side terrace with a seating capacity of 45 persons as authorized by its Certificate of Occupancy (dated 10/22/02 No. C043202).

#11679

3. Noise and Privacy. Licensee will comply with the government-mandated noise restrictions, including the D.C. Noise Control Act, and applicable ABC regulations, and make any necessary operational or architectural improvements to ensure that music, noise and vibration from the summer garden are not audible above ambient sounds from within residential property owners' premises located in the 1400 Block of Rhode Island Avenue, N.W.

4. Public Space and Trash. The Licensee agrees that trash and recyclable materials will not be deposited into an outside dumpster or other exterior holding facilities between the hours of 9:00 p.m. and 9:00 a.m., and to be in a manner to minimize noise. Licensee will also inspect the immediate alley and sidewalk (up to and including the curb) twice daily for refuse and other materials and maintain a clean presence in these areas. Applicant shall require its trash and recycling contractors to pick up trash and materials after 9:00 a.m., at least twice a week. Applicant will not install exterior public pay telephones. The applicant shall provide rat and vermin control surrounding the outdoor patio area and dumpster area by an effective method, as recommended by their pest control provider. At the present time, the intended pest control company is Steritech.

5. Dancing and Music. Licensee shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees on the summer garden. Licensee shall not have live music or disc jockeys on the summer garden, and shall keep all recorded music, if any, at a level that is not audible above ambient sounds from within residential property owner's premises located in the 1400 block of Rhode Island Avenue, N.W.

6. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to any person, including, but not limited to, law enforcement officers, Alcoholic Beverage Regulation Administration inspectors or other officials, LCCA Board members, RI West Board members, or ANC2F Commissioners immediately upon request.

7. Hours of Operation of the Summer Garden. Licensee's hours of alcoholic beverage service on the summer garden are as follows: 11:00 a.m. to 12:00 a.m. (midnight) seven (7) days

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a week. Licensee's hours for food service on the summer garden are as follows: 7:00 a.m. to 12:00 a.m. (midnight) seven (7) days a week.

Up until one (1) hour prior to closing the summer garden, Licensee's kitchen facilities shall remain open with full menu service. To the extent there are problems resulting from Licensee's hours of operation of the summer garden, the parties hereto agree to in good-faith meet to discuss solutions to such problems.

8. Occupancy. Occupancy of the summer garden is forty- five (45) people seated. There is no permanent outdoor bar with seating, however, a portable service bar, only, may be utilized outdoors. Licensee may expand its occupancy of the outdoor seating by no greater than twenty (20) percent without amendment of this Agreement. The Licensee shall provide notice to the Community of any change in occupancy consistent with this Agreement.

9. Parking. Licensee agrees to offer valet parking to its restaurant patrons in spaces available within its hotel parking garage.

10. Participation in the Community. In order to maintain an open dialogue with the community, Licensee is strongly encouraged to regularly send a representative to ANC2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, Washington, D.C. 20005, and LCCA meetings, which occur on the second Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel. Licensee, upon notice from the ANC, LCCA, or RI West shall send a representative of the establishment to a meeting(s) of the respective organization to discuss and find ways to reasonably resolve any problems associated with is operations.

11. License Ownership. Licensee agrees to abide by all ABC regulations regarding ownership of the license. Licensee also agrees to be the sole owner of the ABC license. Licensee agrees not to transfer or sell the license to any other entity without conforming to the approved procedures of the Alcoholic Beverage Control Board. Licensee agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.

#11679

12. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Licensee. This agreement shall become void upon the expiration, termination or surrender of the summer garden permit, and the cessation of outdoor seating for dining and beverage service.

13. Notices. In the event of a violation of the provisions of this Agreement, Licensee shall be notified in writing by the party to this Agreement alleging such violation and given the opportunity to cure such violation within thirty (30) days thereafter before action against the Licensee on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Licensee that has not been corrected after such thirty(30)days' notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the Community. Notice is deemed to be received upon mailing. Notice is to be given as follows:

1. If to Licensee, to:

Alan F. DeSantis
Vice President
LaSalle Washington Four Lessee, Inc.
c/o LaSalle Hotel Properties
4800 Montgomery Lane, Suite M25
Bethesda, MD 20814

with a copy to:

General Manager
Hotel Helix
1430 Rhode Island Avenue, N.W.
Washington, D.C. 20005

#11679

2. If to LCCA, to:

Logan Circle Community Association
Attn: President
Mid City Station - P.O. Box 12007
Washington, D.C. 20005

3. If to RI West, to:

Jerry Newberry
1437 Rhode Island Avenue, N.W., #801
Washington, D.C. 20005

And/or
Patti and Emanuel Aronsson
1442 Rhode Island Avenue, N.W.
Washington, D.C. 20005

4. If to ANC2F, to:

Advisory Neighborhood Commission 2F
P.O. Box 9348 - Mid-City Station
Washington, D.C. 20005

Licensee may change the notice address listed above by written notice to the other signatories at the addresses listed above. 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 Alcoholic Beverage Control Board.

14. 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 of the same instrument.

#11679

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

LICENSEE:

LaSalle Washington Four Lessee, Inc.

By: _____
Alan DeSantis, Vice President

COMMUNITY:

Logan Circle Community Association:

By: _____
Frank Mobilio, President

Advisory Neighborhood Commission 2F

By: _____
Helen Kramer, Chair

Rhode Island West Association:

By: _____
Jerry Newberry

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Jerry Newberry