

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

In the Matter of:

Shake Shack Washington D.C., LLC
t/a Shake Shack

Applicant for a New
Retailer's Class DR License

at premises
975 Wharf Street, SW
Washington, D.C. 20024

License No.: ABRA-106552
Order No.: 2017-402

Shake Shack Washington D.C., LLC, t/a Shake Shack (Applicant)

Andy Litsky and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC)
6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Jake Perry, Member
Donald Isaac, Sr., Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Shake Shack Washington D.C., LLC, t/a Shake Shack (Applicant), and ANC 6D entered into a Settlement Agreement (Agreement), dated July 10, 2017, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 26th day of July, 2017, **ORDERED** that:

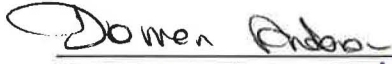
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 8 (Participation in the Community) – The term “shall” shall be replaced with the language “is encouraged to.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6D.


District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson




Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Jake Perry, Member



Donald Isaac, Sr., 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).

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Shake Shack Washington D.C., LLC d/b/a Shake Shack, ABRA #106552, 975
ALCOHOL BEVERAGE CONTROL BOARD, Washington, DC 20024 and ANC6D, July, 2017
REGULATION ADMIN

2017 JUL 11 A 9 57

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SETTLEMENT AGREEMENT

ABRA

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 10th day of July 2017 by and between Shake Shack Washington D.C. LLC ("Applicant") d/b/a Shake Shack, at 975 Wharf Street, SW, Washington, DC 20024 ABRA DR License #106552 and Advisory Neighborhood Commission 6D (the "ANC"), (collectively, the "Parties").

PREAMBLE

Through this Agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNESETH

WHEREAS, Applicant has applied for a License Class DR for a business establishment ("Establishment") serving American cuisine specializing in burgers and shakes with indoor space, and one summer garden located at 975 Wharf Street, SW, Washington, D.C., 20024 (the "Premises");

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood;

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Settlement 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 of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a protest hearing regarding the license application;

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment; and

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.

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.

Shake Shack Washington D.C., LLC d/b/a Shake Shack, ABRA # 106552, 975 Wharf Street, SW, Washington, DC 20024 and ANC6D, July, 2017

2. ***Nature of the Business.*** The Applicant will manage and operate an Establishment serving American cuisine specializing in burgers and shakes and including wine, and beer, with one summer garden. There may be pre-recorded music in the indoor space only. There shall be no entertainment, dancing, or cover charge endorsement unless a notice is sent to the community as required by DC Code § 25-421 and approved by the ABC Board. Establishment shall not participate in pub crawls.
3. ***Floors Utilized and Occupancy.***
The Applicant will operate its establishment on the ground floor and summer garden areas. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment shall not exceed the total occupancyload of 134 patrons, of which 22 are in the summer garden.
4. ***Hours of Operation and Sales.***
The hours of operation; alcohol sales, service, and consumption in the indoor space and summer garden shall be:
Sunday through Saturday 11:00 a.m. to 11:00 p.m.
5. ***Parking Arrangements.*** It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. The Applicant shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation.
6. ***Noise and Delivery.*** Applicant shall strictly comply with D.C. Official Code § 25-725.
7. ***Public Space and Trash.*** Applicant shall take commercially reasonable measures to keep the Premises, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and common areas providing access to and adjoining the Premises, free of insects, rodents, vermin, other pests, trash and dirt accumulations generated by the operations in the Premises. Applicant shall not store trash or refuse in, or permit trash, rubbish, cartons, merchandise or other goods intended for use in the Premises to accumulate in areas outside of the Premises other than in the landlord designated areas. All recycling shall be placed in the designated areas. Applicant shall take commercially reasonable measures to ensure that the areas adjoining or providing access to the Premises are kept clean of wrappers, garbage, trash and similar debris. Applicant shall arrange for regular, prompt, and reliable trash and recycling removal of all trash and recycling generated at or associated with the Premises from the Premises. Applicant shall take commercially reasonable measures to maintain the Premises, including sidewalks immediately fronting the Premises, free of litter, refuse and debris.
8. ***Participation in the Community.*** Applicant shall maintain open communication with the ANC and the community for which the ANC acts.
9. ***Notice and Opportunity to Cure.*** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days notice before the non-breaching party can seek enforcement of the

Shake Shack Washington D.C., LLC d/b/a Shake Shack, ABRA # 106552, 975 Wharf Street, SW, Washington, DC 20024 and ANC6D, July, 2017

Agreement. If the breaching-party fails to cure within thirty (30) days, (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), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Shake Shack Washington D.C., LLC d/b/a Shake Shack
975 Wharf Street, SW
Washington, DC 20024
Attn: Andrew McCaughan, Vice President of Development
Phone: 646-747-7212
e-mail: AMcCaughan@shakeshack.com

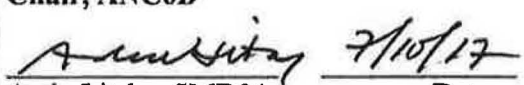
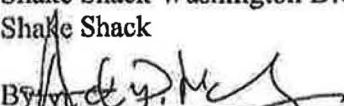
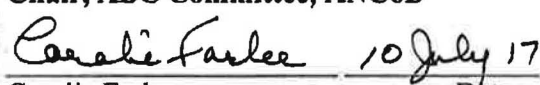
If to ANC: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
e-mail: office@ANC6D.org

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 ABC Board or any other enforcement action.

- 10. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending license application.

The ANC:

APPLICANT:

<p>Chair, ANC6D  Andy Litsky, SMD04 Date 7/10/17</p>	<p>Shake Shack Washington D.C. LLC d/b/a Shake Shack  By Andrew McCaughan Date 06/21/17 Vice President of Development</p>
<p>Chair, ABC Committee, ANC6D  Coralie Farlee Date 10 July 17</p>	



ANC 6D

ALCOHOLIC BEVERAGE
REGULATION ADMIN

Near Southeast/Southwest

Advisory Neighborhood Commission 6D

2017 JUL 11 A 9:51

ABRA

July 10, 2017

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: office@anc6d.org
Website: www.anc6d.org

Donovan Anderson, Chair
c/o Martha Jenkins, General Counsel
Alcohol Beverage Control Board
2000 14th Street, NW, Suite 400S
Washington, DC 20009

OFFICERS

Chairperson
Andy Litsky

Vice Chairperson
Cara Lea Shockley

Secretary
Gall Fast

Treasurer
Meredith Fascett

Re: ANC6D recommendation for new DR License and Cooperative Agreement for Shake Shack Washington D.C. LLC d/b/a Shake Shack, ABRA #106552, at 975 Wharf Street, SW

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on July 10, 2017, with a quorum present, the Advisory Neighborhood Commission 6D voted 7 to 0 to 0 to support the new license and voted 7 to 0 to 0 to recommend that the ABC Board approve the attached Cooperative Agreement for Shake Shack.

COMMISSIONERS

- SMD 1 *Gall Fast*
- SMD 2 *Cara Lea Shockley*
- SMD 3 *Ronald R. Collins*
- SMD 4 *Andy Litsky*
- SMD 5 *Roger Moffatt*
- SMD 6 *Rhonda Hamilton*
- SMD 7 *Meredith Fascett*

It is expected that this new establishment will be a good addition to the new developing Southwest waterfront.

Please contact Commissioner Litsky (at the number above) or Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, cfarlee@mindspring.com if you have any questions or concerns.

Sincerely,

**Andy Litsky, Chair
ANC6D**

**Coralie Farlee, Chair
ABC Committee, ANC6D**

Attachment: CA