

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

<b>In the Matter of:</b>	)	
	)	
H & L Hospitality, LLC	)	
t/a The Reserve	)	
	)	
Transfer Application for Retailer's	)	
Class CR License	)	License No. 23540
	)	Order No. 2009-272
at premises	)	
1426 L Street, N.W.	)	
Washington, D.C. 20005	)	
	)	

H & L Hospitality, LLC, t/a The Reserve, Applicant

Charles D. Reed, Chair, Advisory Neighborhood Commission 2F (ANC 2F)

**BEFORE:** Charles Brodsky, Acting Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON THIRD AMENDED AND RESTATED VOLUNTARY AGREEMENT**

The official records of the Alcoholic Beverage Control Board (the "Board") reflect that H & L Hospitality, LLC, t/a The Reserve, filed an Application for Transfer of a Retailer's ClassCR license located at 1426 L Street, N.W., Washington D.C. The prior holder of the License ("Predecessor") and ANC 2F previously entered into a Voluntary Agreement and was subsequently amended under an Amended and Restated Voluntary Agreement, dated December 13, 2007, and again under the Second Amended and Restated Voluntary Agreement, dated May 12, 2008.

Pursuant to Paragraph 11 of the Predecessor's Second Amended and Restated Voluntary Agreement, any sale or transfer of the License constitutes a substantial change to which the ANC will be afforded notice and opportunity to advise ABRA on such sale or transfer and the terms of any such disposing require the transferee to join in and becomes bound by the terms of the Second Amended and Restated Voluntary Agreement between the Predecessor and ANC 2F. Therefore, Applicant and ANC 2F have entered into a Third and Amended and Restated Voluntary Agreement ("Third Amendment"), dated September 2, 2009. The Third Amendment shall replace the Second Amended and

Restated Voluntary Agreement, dated May 12, 2008, and shall govern the operation of the Applicant's establishment.

The Third Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairman Reed are signatories to the Agreement.

Accordingly, it is this 2<sup>nd</sup> day of December 2009, **ORDERED** that:

1. The above-referenced Third Amendment submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;

2. The Third Amendment shall **REPLACE** the Second Amended and Restated Voluntary Agreement, dated May 12, 2008; and

3. Copies of this Order shall be sent to the Applicant and ANC 2F.

District of Columbia  
Alcoholic Beverage Control Board

\_\_\_\_\_  
Charles Brodsky, Acting Chairperson



\_\_\_\_\_  
Mital M. Gandhi, Member



\_\_\_\_\_  
Nick Alberti, Member



\_\_\_\_\_  
Donald Brooks, Member



\_\_\_\_\_  
Herman Jones, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

**THIRD AMENDED AND RESTATED VOLUNTARY AGREEMENT**

THIS THIRD AMENDED AND RESTATED VOLUNTARY AGREEMENT (“Agreement”) is made on this 2<sup>nd</sup> day of September 2009 by and between H&L Hospitality, LLC t/a the Reserve (“Applicant”) and Advisory Neighborhood Commission 2F (“ANC2F”).

W I T N E S S E T H

WHEREAS, Applicant is currently seeking transfer of Alcoholic Beverage Control Board (“ABRA”) License No. 23540 (the “License”), a retailer’s license class “CR” for the premises located at 1426 L Street, N.W., Washington, D.C.;

WHEREAS, the ANC2F and the prior holder of the License (“Predecessor”) had previously entered in a Voluntary Agreement, which was approved by ABRA, and was subsequently amended under an Amended and Restated Voluntary Agreement dated December 13, 2007, and again under the Second Amended and Restated Voluntary Agreement dated May 12, 2008;

WHEREAS, pursuant to Paragraph 11 of the Predecessor’s Second Amended and Restated Voluntary Agreement, any sale or transfer of the License constitutes a substantial change to which ANC will be afforded notice and opportunity to advise ABRA on such sale or transfer and the terms of any such disposing require the transferee to join in and become bound by the terms of the Second Amended and Restated Voluntary Agreement between ANC2F and Predecessor; and

WHEREAS, Applicant and ANC2F have agreed to enter into a Voluntary Agreement and request that ABRA approve it, conditioned upon the Applicant’s continued compliance with all of its terms;

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 Business***
  - (a) The Applicant will manage and operate a restaurant and bar with an emphasis on food, and entertainment. Any change from this model shall be considered by all parties to be a substantial change in operation of great concern to residents and requires prior approval of the ABC Board.
  - (b) ANC2F shall not oppose the transfer of the Predecessor’s current entertainment endorsement to Applicant, nor will it oppose operations thereunder by Applicant to the extent permitted by ABRA regulations, including a dance floor on the premises.
3. ***Hours of Operation.*** The Applicant’s hours of operations shall be as follows:

Sunday: 12 p.m. – 2 a.m.  
Monday through Thursday: 11 a.m. – 2 a.m.  
Friday and Saturday: 11 a.m. – 3 a.m.

While the applicant may not regularly conduct business for the entire duration of these hours; due to special events, the Applicant reserves the right to operate for any or all time periods named above or such lesser hours as specified by DC government issued licenses. The Applicant also agrees to not allow new patrons to enter the establishment after 1:30 a.m. on Sundays through Thursdays and 2:30 a.m. on Fridays and Saturdays.

To the extent that there are problems resulting from the Applicant's hours of operation, the parties hereto agree to meet to discuss in good faith solutions to such problems including, at a minimum, any necessary reduction in hours.

4. **Square Footage and Occupancy.** The square footage of the establishment is approximately \_\_\_\_\_. The current maximum occupancy of the establishment, according to submitted plans is 90 patrons. However, Applicant expects to provide the ANC2F with additional plans for third floor occupancy on the premises, provided however, that the total occupancy of the premises shall not exceed a maximum of 140 patrons without ANC2F approval.
5. **Parking Arrangements.** It is a principal concern of the ANC that operation of Applicant's business does not create or exacerbate parking problems within the ANC2F boundaries. Applicant shall encourage the use of the nearby garage and shall advertise the availability of local parking facilities on a sign at the entrance to the establishment.
6. **Sidewalk Café.** The ANC2F shall not oppose the transfer of the Predecessor's Sidewalk Café endorsement for 15 – 20 patrons. ANC will not object to the 20 patron limit; Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness. The sidewalk café shall close no later than 12:00 a.m.
7. **Noise and Privacy.** Applicant will strictly comply with the D.C. Code §25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise, and vibration from the establishment are not audible from within the adjacent properties. Applicant will also take reasonable steps to ensure that music, noise, and vibration is not disruptive to the adjacent property owners' reasonable use of outdoor areas of their property. Should any sound, noise, or music be heard in any premises other than the licensed establishment, Applicant will take immediate remedial action. If necessary, Applicant will take reasonable steps to reduce noise emanating from the establishment from the opening of the entry or exit doors.
8. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these

areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building.

9. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of ANC2F.
10. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** ANC2F is concerned that the large capacity sought by Applicant for the premises will pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the premises, maintaining contact and cooperating with police and other enforcement officials when know or suspected drug activities arise. Applicant shall, to the full extent permissible by law, discourage loitering in the vicinity of the premises.
11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to ANC that it shall abide by all Alcoholic Beverage Regulations Administration (“ABRA”) regulations regarding the ownership of the license and all other provisions applicable to liquor licenses, and agrees that ANC2F shall have standing to enforce such promise. Applicant also specifically agrees to be sole owner of the License and agrees that a sale or transfer of such License will, until the ANC2F releases such obligation, constitute a substantial change of operations to which ANC2F will be afforded notice and opportunity to advise ABRA on any such sale or transfer; and, until such time as ANC2F releases such obligation, Applicant will not transfer or sell without requiring the purchaser or transferee to join in and become bound by the terms of this Agreement, as may from time to time be amended.
12. ***Participation in the Community.*** Applicant agrees to seek to maintain an open communication with ANC2F and the community for which it acts. To this end, Applicant shall, from time to time, be represented at ANC2F public meetings, which currently occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, N.W. Washington, D.C. 20005. Applicant, upon notice from the ANC2F shall send a representative of the establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement.
13. ***Binding Effect.*** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.
14. ***Notice and Opportunity to Cure.*** In the event either party is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or in a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which

reasonably requires more than 30 days to cure, fails to commence cure of such breach by diligently pursuing such cure) such failure shall constitute a cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the addresses of record in the case of the Applicant with ABRA and at the address of the ANC2F of record with the District of Columbia Office of Advisory Neighborhood Commissions. Notice is deemed to be received upon mailing.

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.

15. ***Entire Agreement.*** The terms of this Voluntary Agreement shall be deemed the entire agreement between the parties.
16. ***Counterparts.*** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original, but all of which shall constitute one and the same instrument.

ANC2F

APPLICANT

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By: Charles D. Reed  
Chairman ANC2F

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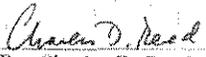
By: Mary A. Lopez  
President, H&L Hospitality, LLC

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ANC2F

  
By: Charles D. Reed  
Chairman ANC2F

APPLICANT

  
By: Mary A. Lopez  
President, H&I Hospitality, LLC