

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

In the Matter of:)
)
Sun Rising, Inc.)
t/a 7 Food Store)
)
Application for Renewal of a)
Retailer's Class B License)
)
at premises)
1830 Benning Road, NE)
Washington, D.C. 20002)

Case No.: 17-PRO-00080
License No.: ABRA-093817
Order No.: 2018-099

Sun Rising, Inc., t/a 7 Food Store (Applicant)

Kathy Henderson, Commissioner, Advisory Neighborhood Commission (ANC) 5D

William Fitzgerald, Commander, on behalf of Metropolitan Police Department (MPD),
Fifth District

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 5D'S PROTEST**

The Application filed by Sun Rising, Inc., t/a 7 Food Store, for renewal of its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 11, 2017, a Protest Status Hearing on January 31, 2018, and a Protest Status Hearing on February 28, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 5D, and MPD Fifth District entered into a Settlement Agreement (Agreement), dated February 28, 2018, 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; Commissioner Kathy Henderson, on behalf of ANC 5D; and Commander William Fitzgerald, on behalf of MPD Fifth District; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5D of this Application.

Accordingly, it is this 7th day of March, 2018, **ORDERED** that:

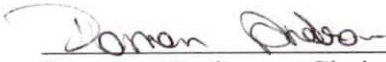
1. The Application filed by Sun Rising, Inc., t/a 7 Food Store, for renewal of its Retailer's Class B License, located at 1830 Benning Road, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5D in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by 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:

Subsection 6(g) – The term “shall” shall be replaced with the language “agrees to.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 5D, and Commander William Fitzgerald, on behalf of MPD Fifth District.

District of Columbia
Alcoholic Beverage Control Board



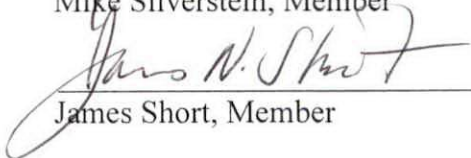
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member

Donald Isaac, Sr., Member



Bobby Cato, Member

Rema Wahabzadah, 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).

**VOLUNTARY SETTLEMENT AGREEMENT
BETWEEN 7 FOOD STORE; ABRA LICENSEE 093817
ADVISORY NEIGHBORHOOD COMMISSION SINGLE MEMBER DISTRICT 5D05,
ADVISORY NEIGHBORHOOD COMMISSION 5D AND THE FIFTH DISTRICT POLICE
HEADQUARTERS**

This Settlement Agreement ("Agreement") is entered on this 28th day of **February**, 2018, between Sun Rising, Inc. t/a 7 Food Store ("Applicant") and the Advisory Neighborhood Commission (ANC), Single Member District (SMD) 5D05, Advisory Neighborhood Commission (ANC) 5D and the Fifth District Police Headquarters (5D) with Commissioner Kathy Henderson, 5D05 as the representative for ANC 5D.

RECITALS

Applicant, a holder of a Class B off-premises alcoholic beverage license, ABRA License Number 093817 ("Class B License"), seeks to renew its Class B license issued for its establishment located at 1830 Benning Road, NE, Washington, DC 20002 ("Establishment") which is currently within the boundaries of ANC, SMD 5D05, which is a part of ANC 5D;

Applicant, ANC, 5D05 and the Commander of the Fifth District (5D) collaborated to find additional ways to improve the safety and orderly functioning of the 7 Food Store to better serve the community and allow the business to thrive. Both, Commissioner Henderson, 5D05 and 5D Commander William Fitzgerald acknowledge Applicant's participation in the reimbursable detail program, which improved public safety in and around Applicant's business during the summer of 2017. The parties negotiated to address issues raised in reference to the renewal of Applicant's Class B license, and now seek the approval by the District of Columbia Alcoholic Beverage Control Board (the "Board") of Applicant's license renewal application, conditioned upon on the Applicant's compliance with the terms of this Agreement;

NOW, the Parties hereby agree as follows:

1. Applicant agrees to operate the Establishment in compliance with all applicable alcoholic beverage laws and regulations in the District of Columbia.
2. Pursuant to DC Code § 25-781, Applicant shall not sell or deliver alcoholic beverages to a person under 21 years of age, an intoxicated person, or any person who appears to be intoxicated, or a person of notoriously intemperate habits. Pursuant to DC Code § 25-726, Applicant shall take reasonable measures to ensure that the immediate environs of the establishment, including adjacent alleys,

sidewalks, or other public property immediately adjacent to the establishment, or other property used by the licensee to conduct its business, are kept free of litter. Applicant shall also keep the interior customer area of the establishment free of dirt.

4. Applicant shall continue to maintain trash, garbage and recycling material storage facilities in which all containers have lids that are kept securely closed at all times.
5. Applicant shall exercise due diligence to prevent and eliminate vermin infestation in and around the Establishment.
6. Applicant agrees to make the following improvements to the Establishment (collectively "Improvements"):
 - a. Applicant shall improve lighting on the store parking lot with shatter-resistant flood lights to discourage any behavior that undermines public safety. Additionally Applicant shall work with the District Department of Transportation to remove the non-working utility pole where problem individuals sit. If removal is not feasible, the area where individuals sit will be removed and or modified.
 - b. Applicant agrees to continue working with designated MPD personnel to coordinate arrests for single cigarette sales, which contributes to disorder.
 - c. Applicant agrees to continue working with designated MPD to issue barring notices to problem individuals as needed
 - d. With respect to the Establishment's existing exterior building signage that is depicted in Exhibit A, and for purposes of this Agreement, referred to as "Horizontal Sign", the Applicant agrees (i) to place a suitable photo poster (s) depicting the partnership between the Applicant, community and MPD. The parties acknowledge that Applicant's beer and wine distributor has spent approximately \$2,000.00 to replace storefront signage numerous times; Applicant's business has been vandalized with graffiti and public urination in flower planters. Applicant remains committed to improving the appearance of the business to better serve the community despite such obstacles.
 - e. Applicant agrees to provide a log book for officers on patrol to sign during each MPD shift; the log shall also indicate whether or not any barring notice was issued.

- f. Applicant agrees to participate in the Security Camera Rebate Program to add a component to existing cameras, which allows MPD personnel to remotely monitor Applicant's security cameras
 - g. Applicant shall plant shrubbery to beautify the sidewalk adjacent to the parking lot where Applicant's business is located and agrees to confer with the property owner and Commissioner Henderson, regarding planting material selection.
 - h. Applicant shall add "NO Parking" signs with information regarding vehicles that have been towed for illegally parking on the parking lot adjacent to Applicant's business. Applicant shall confer with a towing company to enforce illegal parking on Applicant's parking lot.
 - i. Applicant agrees to continue to attend ANC 5D05 community meetings and ANC 5D meetings when it is convenient and to continue to support all public safety efforts to improve the ANC 5D05 community.
 - j. Applicant agrees to replace flower planters with two concrete or stone-weighted planters with plants in front of the establishment. Applicant has the right to remove any planter if it is damaged, or becomes a nuisance.
 - k. Prior to the execution of this Agreement by the parties, the parties acknowledge that the Applicant has taken steps to complete certain improvements. The Parties agree that Applicant may satisfy any of the improvements delineated in this Agreement prior to approval of this Agreement by the District of Columbia Alcoholic Beverage Control Board.
7. Applicant shall make every effort to prohibit and prevent loitering and criminal activity near the Establishment, including:
- a. Calling the Metropolitan Police Department immediately to report criminal activity;
 - b. Keeping a written record of dates and time when Metropolitan Police Department has been called for assistance;
 - c. Facilitating Barring Notices as previously stated herein
 - d. Not selling or providing "go cups" or drug paraphernalia

8. In the event of a violation of the provisions of this Agreement, Applicant shall be notified by the ANC 5D05 in writing alleging such violation and given an opportunity to cure such violation within no more than ten (10) days. For purposes of Section 9 of this Agreement, all notice demands and requests (collectively "notice") which either party either is required to or may desire to serve upon the other shall be in writing and shall be sufficiently served upon such other party, by (a) mailing a copy thereof by certified, postage prepaid addressed to the party to whom the notice is directed at the "Notice Address" of such party or (b) delivery by hand, to the party to whom the notice is addressed at the Notice Address. The Notice Address of each party is as follows:

For ANC 5D:

Commissioner Kathy Henderson, 5D05
1807 L Street, NE, Washington, DC 20002
khenderson029@aol.com

For Applicant:

7 Food Store
1830 Benning Road, N.E.
Washington, D.C. 20002
kevinpak65@gmail.com

Each party shall promptly notify the other in writing of any change of address.

Failure of Applicant to address and cure the violation within ten (10) days will result in Protestants forwarding said complaint to the Alcohol Beverage Administration (ABRA). Applicant understands that ABRA may issue fines after investigating and sustaining the complaint. Further, Applicant understands that three (3) alleged complaints within one calendar year shall result in an automatic protest of Applicants license during the next Protest period.

10. 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.

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

APPLICANT
7 Food Store



Sun K. Choi

3-1-18

ANC 5D05 COMMISSIONER



Kathy Henderson

3/1/18

FIFTH DISTRICT COMMANDER



William Fitzgerald

3/1/18

ANC 5D CHAIRPERSON

Clarence Lee

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

In the Matter of :)

Ahn Myong Ho)
t/a 7 Food Store)

Application for a Retailer's Class)
B License – renewal)

1830 Benning Road, Northeast)
Washington, D.C.)

Case no. 29617-00011P

Bernard Richardson, Single Member District Commissioner, Advisory Neighborhood Commission 5B11, and George Boyd, Chair, on behalf of the Advisory Neighborhood Commission 5B, Protestants

Ahn Myong Ho, Applicant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey E. Thompson, Member**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, came before the Board for public hearing on February 23, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Bernard Richardson, Single Member District Commissioner 5B11 and George Boyd, chair, on behalf of the Advisory Neighborhood Commission 5B, filed timely protest letters dated January 5, 2000 and January 24, 2000.

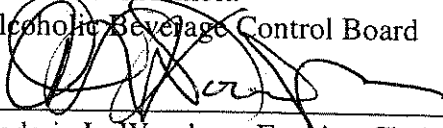
The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated July 6, 2000, the protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

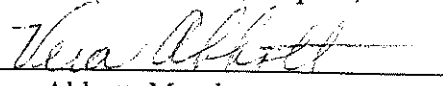
Ahn Myong Ho
t/a 7 Food Store
Page two

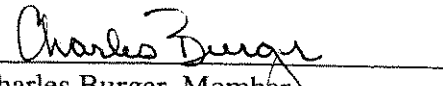
Accordingly, it is this 16th day of August 2000, **ORDERED** that:

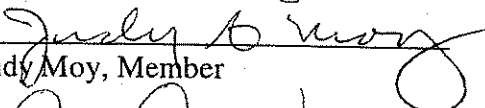
1. The opposition of Bernard Richardson, Single Member District Commissioner 5B11 and George Boyd, chair, on behalf of the Advisory Neighborhood Commission 5B, be, and the same hereby, is **WITHDRAWN**;
2. The application of Ahn Myong Ho t/a 7 Food Store for a retailer's class B license (renewal), located at 1830 Benning Road, N.E., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:
4. Copies of this Order shall be sent to the Protestants and the Applicant.

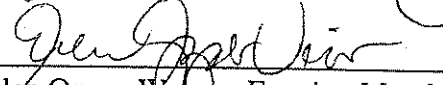
District of Columbia
Alcoholic Beverage Control Board

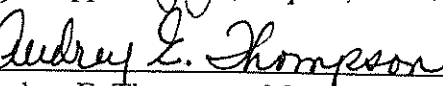

Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

21617

VOLUNTARY AGREEMENT

AGREEMENT MADE THIS 6th day of July, 2000, by and between 7 FOOD STORE ("Applicant") and ANC 5B and Bernard Richardson ("Protestants").

WHEREAS, pending before District of Columbia Alcoholic Beverage Control Board (Board) is applicant's request for renewal of a class B liquor license in the instant case, and

WHEREAS, the ANC 5B and Bernard Richardson opposes the issuance of a liquor license to applicant due to litter, loitering and the number of liquor licenses in the immediate area.

WHEREAS, the parties have agreed to enter into this Voluntary Agreement and are requesting the ABC Board to accept applicant's compliance with the terms of this agreement as a condition of the Applicant's License.

1. Applicant shall maintain the signs to advise people that the parking lot is for use only while shopping at the store.
2. Applicant agrees to clean the area around the store, including the area of the alley behind the store, the parking lot adjacent to the store and the sidewalk in front of the store and parking lot three (3) times a day.
3. Applicant agrees to maintain a police log for all calls to MPDC, Fifth District and all visits and responses to calls by officers.
4. Applicant agrees not to sell any alcoholic beverages to inebriated individuals.
5. Applicant agrees to insure no service to minors by requiring identification of any individuals who appear to be thirty (30) years old or less.
6. Applicant agrees to continue his current hours of operations, which are 8:00 a.m. to 10:00 p.m. Monday through Thursday and Saturday, 8:00 a.m. to 11:00 p.m. Fridays and 8:00 a.m. to 9:00 p.m. on Sundays.
7. Applicant agrees to co-ordinate with the local principals of the neighborhood public schools to provide a credit at the store for students who achieve academic success. The details will be worked out with the principals.
8. Applicant agrees that a representative of the store will attend the regular meetings of the ANC and PSA 509 monthly (at least six times a year) unless events beyond the applicant's control prevent it.

9. This agreement shall merge with the license and be a part thereof as if this were a part of 23 DCMR.
10. This agreement shall be monitored by ANC 5B and any problems will first be brought to the owners of 7 Food's attention and if the problem cannot be satisfactorily resolved, the ANC 5B or SMD 5B 11 may petition the Board for a Show Cause Order pursuant to 23 DCMR 1513.5 for a violation thereof.

George A. Boyd
George Boyd, Chairman
ANC 5B

Myong Ho Ahn
Myong Ho Ahn
7-Food Store

Bernard M. Richel 7/21/00
Bernard Richardson
PSA 509 5B 11

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

In the Matter of:)

Sun Rising, Inc.)
t/a 7 Food Store)

Application for Renewal of a)
Retailer's Class B License)

at premises)
1830 Benning Road, NE)
Washington, D.C. 20002)

Case No.: 17-PRO-00080
License No.: ABRA-093817
Order No.: 2018-092

Sun Rising, Inc., t/a 7 Food Store (Applicant)

A. Sydelle Moore, President, Langston Civic Association

Kathy Henderson, Commissioner, Advisory Neighborhood Commission (ANC) 5D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF LANGSTON CIVIC ASSOCIATION'S PROTEST**

The Application filed by Sun Rising, Inc., t/a 7 Food Store, for renewal of its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 11, 2017, a Protest Status Hearing on January 31, 2018, and a Protest Status Hearing on February 28, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and Langston Civic Association entered into a Settlement Agreement (Agreement), dated February 16, 2018, 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 A. Sydelle Moore, on behalf of Langston Civic Association, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by Langston Civic Association of this Application.

Accordingly, it is this 7th day of March, 2018, **ORDERED** that:

1. The Protest of Langston Civic Association in this matter is hereby **WITHDRAWN**;
2. 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 modifications:

Subsection I(D) (Public Safety) – The language “to the Metropolitan Police Department (MPD)” shall be replaced with the language “to the Metropolitan Police Department (MPD) or the Alcoholic Beverage Regulation Administration (ABRA).”

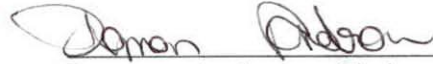
Subsection I(I) (Public Safety) – The last sentence shall be removed: “This clause is void if and when a Tasting License is in effect.”

Subsection II(A) (Cleanliness and Conditions of Premises and Immediate Environs) – The following language shall be removed: “install a brick façade on the building facing Benning Rd. NE.”

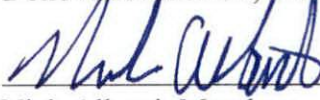
The parties have agreed to these modifications.

3. This matter remains open until the submission of the revised Settlement Agreement by ANC 5D no later than March 7, 2018; and
4. Copies of this Order shall be sent to the Applicant, ANC 5D, and A. Sydelle Moore, on behalf of Langston Civic Association.

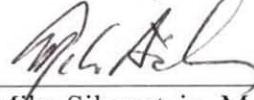
District of Columbia
Alcoholic Beverage Control Board



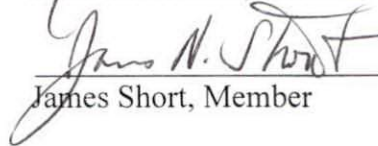
Donovan Anderson, Chairperson



Nick Alberti, Member

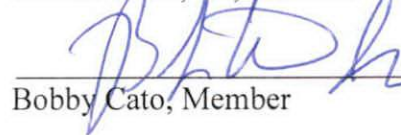


Mike Silverstein, Member



James Short, Member

Donald Isaac, Sr., Member



Bobby Cato, Member

Rema Wahabzadah, 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 between Langston Civic Association and Sun Rising, Inc. dba "7 Food Store"

This Settlement Agreement ("Agreement") is entered on this 16th day of February 2018, between Sun Rising, Inc. doing business as "7 Food Store" ("Applicant") at 1830 Benning Rd. NE ("Establishment") and the Langston Civic Association ("Protestant"). As such, upon approval of this Agreement by ABRA and the ABC board, our civic association thereby withdraws its protest of the Applicant's license renewal application.

Through this Agreement, both parties aim to create an environment whereby the Applicant may operate as a safe and viable business in the Langston neighborhood. The Applicant agrees to collaborate with the Langston Civic Association to ensure that business operations do not adversely affect neighbors' safety, health or quality of life.

I. Public Safety

- A. Applicant agrees to operate the Establishment in compliance with all applicable alcoholic beverage laws and regulations in the District of Columbia including the prohibition on sales of alcohol to underage or intoxicated individuals pursuant to DC Code § 25-781.
- B. Applicant agrees to maintain a valid DC business license at all times pursuant to DC Code § 47-2851.03d.
- C. Applicant agrees not to sell, give, offer, expose for sale, or deliver products associated with illegal drug activity. These items are defined as "pipes, needles, mini-scales, non-prepackaged steel wool, small bags," or any other item or product which may be regarded as drug paraphernalia under 21 U.S.C. § 863(d).
- D. Applicant agrees to provide video surveillance footage to the Metropolitan Police Department (MPD) whenever requested for a suspected crime as soon as possible, but no later than thirty (30) days after any written request.
- E. Applicant shall improve lighting in the store parking lot with shatter-resistant flood lights to discourage any behavior that undermines public safety.

F. Applicant shall make reasonable efforts to prevent loitering on or within the immediate environs of the premises, with a mutual understanding between the Applicant and Protestant that some of the activities outlined below require a collaborative effort between all stakeholders inclusive of Applicant, Protestant and adjacent neighbors:

1. Coordinating with the MPD to monitor and remove loiterer(s):
 - a) *If loiterer(s) refuse(s) Applicant's request to leave within ten minutes of the request, or*
 - b) *if Applicant is unable to ask the loiterer(s) to disperse directly, Applicant shall call 911;*
 - c) *Applicant shall call 911 if illegal activity is observed or suspected.*

G. Applicant agrees to provide an accurate log book in English. The log shall indicate the following:

1. Whether the Applicant called 911 in response to an incident;
2. An accurate description of the incident, if any, which caused the Applicant to call 911
3. Whether the Applicant requested a barring notice

H. Applicant agrees to post signs, kept in good repair, in highly visible locations facing the parking lot on the side of the building facing 19th St. NE that announce the following:

1. Prohibition against selling alcohol to minors;
2. Discouraging loitering, panhandling, and contributing to panhandling;
3. Property being monitored by surveillance camera(s).

I. Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups", solicit back-up drinks, or permit tie-in purchases. "Go-cups" are defined as "a drinking utensil provided at no charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment," per DC Code § 25-741-742. Applicant may sell disposable cups to customers, provided such cups are prepackaged and contain no less than 12 cups. This clause is void if and when a Tasting License is in effect.

J. Applicant shall only sell containers of beer, malt liquor, or ale at a minimum of two per package as sold by the manufacturer for retail sale. This clause shall go into effect contingent upon the acceptance of the same provision by the adjacent establishment dba "Sylvia's Liquors" located at 1818 Benning Rd. NE, Washington, DC 20002.

K. Applicant shall only sell single wine in standard size bottles of at least 750 ml or larger. This clause shall go into full effect contingent upon the acceptance of the same provision by the adjacent establishment dba "Sylvia's Liquors" located at 1818 Benning Rd. NE, Washington, DC 20002.

II. Cleanliness and Conditions of Premises and Immediate Environs

A. Applicant agrees to install a brick facade on the building facing Benning Rd. NE to replace the currently boarded up windows covered by posters and paint the exterior of the building within one hundred eighty (180) days of receiving Great Streets grant funding.

B. Applicant agrees to ensure that no more than 25% of any window, door or exterior surface is covered with advertisements including non-alcohol related advertisements as to provide an unobstructed view into the store from outside within thirty (30) days of ABRA's acceptance of this Agreement. All advertisements must be adhered to the interior of any window or door.

C. Applicant agrees to remove all graffiti from the property within 30 days of this Agreement's acceptance by ABRA and report any new graffiti via 311 within three (3) business days of its appearance.

D. Applicant agrees to work with the property owner to repair potholes in the parking lot to mitigate debris collection as well as tripping hazard within one (1) year of the acceptance of this Agreement by ABRA and maintain the parking lot in good, clean condition once repairs are complete.

E. Applicant agrees to provide rat and vermin control for its property and provide proof of its rat and vermin control contract upon the request of ABRA.

III. Cooperation with Community

A. Applicant is encouraged to attend Langston Civic Association meetings and Police Service Area 507 meetings, if held, to the best of their ability.

B. Applicant is encouraged to participate in community clean ups and other community service projects hosted by the Langston Civic Association.

C. Protestant agrees to notify Applicant of such meetings and events, if held, to the best of their ability via telephone calls, newsletters, and/or email list subscriptions.


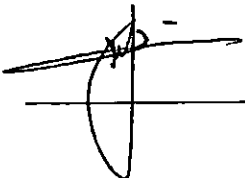
IV. Enforcement and Notices

A. In the event of a violation of the provisions of this Agreement, Applicant shall be notified by Protestant in writing alleging such violation and given an opportunity to cure such violation.

B. Applicant and Protestant agree to enter into this agreement. Should any of the conditions of this agreement be breached, it is understood by both parties that the Protestant shall immediately file a complaint with ABRA to enforce the provisions of this Agreement.

C. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

1. The validity or enforceability in that jurisdiction of any other provision of this Agreement; or
2. The validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
3. Any complaints made by Langston Civic Association under this Agreement shall be in writing via email; mailed by certified mail, return receipt requested, postage prepaid; or hand-delivered to the Applicant.

 2/16/18  2/16/18

A. Sydelle Moore
President, Langston Civic Association
Sydelle202@gmail.com

Date

Sun K. Choi
Owner, 7 Food Store
kevinpak65@gmail.com

Date