

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)
)
The Urban Grape DC, LLC)
t/a Urban Grape)
)
Applicant for a New)
Retailer’s Class A License)
)
at premises)
1301 9th Street, NW)
Washington, D.C. 20001)
)

License No.: ABRA-123788
Order No.: 2023-543

The Urban Grape DC, LLC, t/a Urban Grape, Applicant

Alexander M. Padro, Chairperson, Advisory Neighborhood Commission (ANC) 2G

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that The Urban Grape DC, LLC, t/a Urban Grape (Applicant), Applicant for a New Retailer’s Class A License and ANC 2G have entered into a Settlement Agreement (Agreement), dated March 2023, that governs the operations 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 Alexander M. Padro, on behalf of ANC 2G, are signatories to the Agreement.

Accordingly, it is this 1st day of November 2023, **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; and
2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43c196729a5f02e42730009e1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 6476c3733229f6a6d1b3326c2549ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256c2fca1be148d7f4c75b4f5174d0c

Bobby Cato, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8217201f2509447431e55e92a41825

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bca7f1f9f0040ec14e4eb252541ce5

Edward S. Grandis, 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 and Cannabis Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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 (“Agreement”) is made on this ___ day of March, 2023 by **Advisory Neighborhood Commission 2G (“ANC 2G”)**, and **THE URBAN GRAPE DC, LLC**, a District of Columbia limited liability company (“Applicant”), hereinafter the Parties.

WITNESSETH

WHEREAS, Applicant has applied for an Alcoholic Beverage Control (“ABC”) Class A license for a business establishment located at 1301 9th Street, N.W, Washington, DC (“Premises”);

WHEREAS, the Premises are within the boundaries of ANC 2G;

WHEREAS, the Parties are desirous of entering into a Settlement Agreement for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the Establishment on (i) the peace, order and quiet of the neighborhood; (ii) pedestrian safety, parking, and vehicular traffic, and (iii) the property values of residential properties in the immediate surrounding neighborhood; and

WHEREAS, the Parties request that the Applicant’s license request be granted conditioned upon the Alcohol Beverage Control (“ABC”) Board’s approval and acceptance of this written agreement and its incorporation into the Board’s Order issuing and governing the license.


Now, therefore, in consideration of the recitals set forth above and the mutual covenants set forth below, it is agreed as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Public Space and Trash.** Applicant shall keep the area adjacent to the Premises, 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.
3. **Applicant’s Recycling and Trash.** Applicant’s recycling and trash will be collected from an area designated by Applicant’s landlord behind the building containing Applicant’s premises. No trash or recycling or dumpsters will be placed on the sidewalks next to the entrance to 875 N Street, NW.
4. **Go Cups.** Applicant shall not sell or give away individual cups or other containers designed to facilitate immediate consumption of alcohol in the vicinity of the premises.

5. Complaints. Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for petition to the Board for issuance of an Order to Show Cause to gain Applicant's compliance with the terms of this Agreement or other ABRA regulations.
6. Notice and Opportunity to Cure: The Parties to this Agreement agree to work together to resolve matters of community concern related to the Establishment. To this end, the Parties agree that each will notify the other as soon as reasonably possible of any complaint about the establishment and attempt a cooperative resolution of such complaints as the first recourse. Unless a breach of this Agreement is of an emergency nature, the Party in breach shall provide for a cure as soon as possible, but no later than 30 days from the notice of such breach. If Applicant 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 and diligently pursues such cure), such failure shall constitute a cause for seeking a Show Cause Order. Notices required to be made under this Agreement shall be in writing and mailed to the addressee identified in this Agreement via certified mail, return receipt requested, postage prepaid, hand-delivered, or via email (provided that if ANC2G shall send notice via any non-email method, it shall also send a copy of such notice via email to the following email addresses: hadlev@theurbangrape.com and tj@drinkprogressivelygroup.com). Notice shall be deemed given as of the time of receipt or refusal receipt. Either party may change its notice address by written notice to the other.
7. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by any of the parties to this Agreement other than those expressly set forth herein.
8. 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.
9. Construction. In the event any violation of this Agreement shall be deemed a violation of District of Columbia law, the violation of this Agreement shall be merged into the law violation, such that the Applicant shall only be found liable for one violation by the Board.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

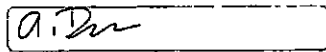
Advisory Neighborhood Commission 2G



ID qg9pVLTJcPpFEX4w9HsUY2

By: _____
Name: Alexander M. Padro
Title: Chair

THE URBAN GRAPE DC, LLC,
a District of Columbia limited liability company



ID D78dVmsTefG6BUDXgk0yCp1

By: _____
Name: Anthony M. Douglas, Jr.
Title: Manager

eSignature Details

Signer ID: D28dvmsT8fgb8UBKgkoyciP1
Signed by: TJ Douglas
Sent to email: tj@drinkprogressivelygroup.com
IP Address: 108.49.187.238
Signed at: Sep 27 2023, 4:13 pm EDT

Signer ID: qq9pVLTJdPupF6K4w9HatJY2
Signed by: Alexander Padro
Sent to email: 2G02@anc.dc.gov
IP Address: 207.244.80.17
Signed at: Sep 29 2023, 7:10 am EDT