



The Landragin Operating Three, LLC,  
t/a Cork & Fork  
License No: 82681  
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Accordingly, it is this 10<sup>th</sup> day of December 2009, **ORDERED** that:

1. The Application filed by the Landragin Operating Three, LLC, t/a Cork & Fork, to Transfer a Retailer's Class B license, located at 15522 14<sup>th</sup> Street, N.W., Washington D.C., is **GRANTED**;
2. This above-referenced Voluntary 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: 1) Section 2 on page two of the Voluntary Agreement shall be modified by deleting the second sentence; and 2) Section 8(c) on page four shall be deleted in its entirety. All other terms and conditions in the Voluntary Agreement shall remain.
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.

## **VOLUNTARY AGREEMENT**

This VOLUNTARY AGREEMENT, dated as of the 17th day of November, 2009, between ADVISORY NEIGHBORHOOD COMMISSION 2F (“ANC 2F” or “Commission”) and The Landragin Operating Company Three, LLC, (“Licensee”)

### **WITNESSETH**

**WHEREAS**, Licensee has applied to the Alcoholic Beverage Control Board to transfer an off-premises liquor license Class B (No. – ABRA-082681) for a business to be conducted at 1522 14<sup>th</sup> Street, NW; and

**WHEREAS**, ANC 2F in order to assure the preservation of the peace, order and quiet of the community, which includes nearby residential tenancies, has filed a protest to Licensee’s application with the Alcoholic Beverage Control Board of the District of Columbia (the “ABC Board”); and

**WHEREAS**, Licensee has represented to ANC 2F that it is prepared to enter into a voluntary agreement pursuant to which the Commission may have reasonable assurances that peace, order and quiet will be preserved; and

**WHEREAS**, the parties desire to enter into a voluntary agreement with mutually agreeable terms, whereupon Licensee will advise the ABC Board to accept the agreement, and the Commission will, subject to the ABC Board’s acceptance of the agreement and Licensee’s compliance therewith, withdraw the protest

**NOW THEREFORE**, premises considered and for good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties agree as follows:

1. **Recitals Incorporated.** The recitals to this Agreement are hereby incorporated herein by reference.
2. **Hours of Operation.** The Licensee holds a Class B Retail off-premises license and, therefore, is not likely to contribute to noise problems that would disturb nearby residential tenancies. Accordingly, Licensee's hours of operation, at Licensee's discretion, may be those set up to the maximum permitted by the liquor laws of the District of Columbia.
3. **No Change in Class of License.** Licensee expressly agrees that it shall not apply for or change the class of license from a Retail Class B license, without a mutually agreeable amendment to this Voluntary Agreement.
4. **Public Space and Trash and Deliveries.** The Licensee shall monitor on a daily basis the sidewalk (up to and including the curb and gutter area), alley (if any), the store entry way and other immediately adjacent areas, cleaning them and keeping them free of all litter, bottles, trash and other debris. Licensee agrees to maintain a dumpster in an off-street location which is not viewable from the public streets, and to contract with a commercial trash hauler for pickup frequencies necessary to assure there is no overflow from the dumpster between pickups. Licensee shall take whatever actions necessary to ensure that its dumpster does not overflow. Material shall not be deposited into the dumpster after 11:00 p.m. or before 8:30 a.m. Licensee shall require its trash and recycling contractors to pick up trash and materials, and schedule its deliveries, after 9:00 a.m. on weekdays and after 10:00 a.m. on weekends and holidays.
5. **Loitering and Public Drinking.** Licensee shall make reasonable efforts to discourage loitering and public drinking in the vicinity of its premises, and shall notify

6. **License Ownership.** Licensee agrees to abide by all Alcoholic Beverage Regulations Administration (“ABRA”) regulations regarding the ownership of the license. Licensee further agrees that no sale or transfer of its license shall become effective (a) without first giving ANC 2F 30 days notice in advance of such sale and disclosing in such notice the identity of the transferee and any person directly or indirectly having a 10% or more interest in such transferee, and (b) requiring that as a condition of such transfer, the transferee agree to execute this Agreement and to be bound by its terms.

7. **Community Affairs.** Licensee shall make reasonable efforts to liaise with the community served by ANC 2F, by receiving notices of the meetings of ANC 2F and of the Logan Circle Community Association, (“LCCA”), joining from time to time in community affairs, and attending meetings of ANC 2F when specifically requested to do so, in addition to engaging in other activities Licensee may deem appropriate.

8. **No Single Sales of Alcoholic Beverages in Small Containers.** The Licensee has represented to the Commission that sales of Singles in accordance with this Agreement and in a side letter entered into contemporaneously herewith will not contribute to public consumption of alcohol, littering, crime and safety problems, and other problems which the Consolidated Mt. Pleasant, Ward 2, and Ward 6 Single Sales Moratorium Act of 2008, D.C. Code §25-345(b) (the “Act”) was enacted to combat. Accordingly, Licensee may offer and sell alcoholic beverages covered by the Act in

a. Licensee shall not sell or provide refrigerated Singles, or allow them to be refrigerated on the premises after sale.

b. Licensee shall not sell or provide individual cups or single servings of ice.

c. Licensee shall neither offer nor sell Singles of beer, malt liquor or ale, except high quality brands. This provision is based upon the finding of ANC 2F that purchasers of low quality Singles are more likely to consume them in public or dispose of the containers in the streets. Licensee agrees with the finding of ANC 2F in this regard.

d. Licensee agrees that ANC 2F may apply to the ABC Board to revoke the exception if, after one year, ANC 2F determines that Licensee's sales of Singles are being abused in that they are being consumed in public or their containers are being disposed of in the streets within the community served by ANC 2F; such application shall not require a showing that the Licensee is in breach of the Voluntary Agreement, as amended. ANC 2F retains all rights to enforce the Voluntary Agreement. Such revocation shall have the effect of subjecting Licensee to the restrictions on sales of Singles under the Act.

9. **Violations.** In the event of a violation of this Agreement by Licensee, ANC 2F shall notify Licensee in writing. Licensee shall commence cure of such breach and diligently pursue such cure of such violation within thirty (30) days. If the violation affects the health, safety, peace, order or quiet of the public and in the reasonable

10. **Notices.** Any notice required to be made under this Agreement shall be in writing and mailed by certified mail, sent by facsimile using a device which indicates receipt on sender's copy, or hand-delivered to the addresses indicated below. Mailed notice shall be deemed effective when mailed.

Notice is to be given as follows:

If to Licensee, to:

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The Landragins & Co., LLC  
6838 General Lafayette Way  
Gainsville, VA 20155

If to ANC 2F, to:

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

With email copy to Chairperson, ANC 2F  
(currently, Charles D. Reed  
[creed@kgrmlaw.com](mailto:creed@kgrmlaw.com) )

The parties shall provide each other with the fax and email information. The parties may change the notice address listed above by written notice to the other party. 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.

11. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

12. **Binding Effect.** This Agreement shall be binding upon and enforceable against the successors and assigns of Licensee.

13. **Effective Date.** This VOLUNTARY AGREEMENT shall become effective upon its acceptance by the ABC Board.

ADVISORY NEIGHBORHOOD  
COMMISSION 2F

By: \_\_\_\_\_  
Charles D. Reed, Chairman

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THE LANDRAGIN OPERATING  
COMPANY THREE, LLC

By: \_\_\_\_\_  
Managing Member

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ADVISORY NEIGHBORHOOD  
COMMISSION 2F

By: Charles D. Reed  
Charles D. Reed, Chairman

THE LANDRAGIN OPERATING  
COMPANY THREE, LLC

By: Dominique Landragin  
Managing Member  
DOMINIQUE LANDRAGIN