



ADVISORY NEIGHBORHOOD COMMISSION 3C
GOVERNMENT OF THE DISTRICT OF COLUMBIA
CLEVELAND PARK • MASSACHUSETTS AVENUE HEIGHTS •
WOODLAND-NORMANSTONE • WOODLEY PARK

Single Member District Commissioners
01-Samuel Littauer; 02-Adam Prinzo; 03-Janell Pagats
04-Erin Beard; 05-Peter Miles; 06-Jay Bose;
07-Gawain Kripke; 08-Rick Nash

P.O. Box 4966
Washington, DC 20008
Website <http://www.anc3c.org>
Email 3c@anc.dc.gov

ANC 3C Resolution 2026-002
Settlement Agreement for Third-Eye Kru, ABRA #134075

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 20 day of January, 2026, by and between Third-Eye Kru ("Applicant") and Advisory Neighborhood Commission 3C ("ANC 3C").

RECITALS

- a. Applicant applied for a medical cannabis retailer license, (ABRA-134075) ("License") at 2653 Connecticut Avenue N.W. (the "Premises"). The Premises posted a placard on November 7, 2025.
- b. Applicant and ANC 3C desire to enter into this Settlement Agreement ("Agreement") pursuant to DC Official Code§ 25-446 to address concerns related to peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the License application;
- c. Parties request that the Alcoholic Beverage and Cannabis Administration ("ABCA") approve the Applicant's License application conditioned upon Applicant's compliance with the terms of this Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of Business.** The medical cannabis retailer applicant is requesting to locate its operations 2653 Connecticut Avenue N.W. The proposed facility with approximately 1,500 square feet of space will provide cannabis flowers, cannabis concentrates, and a line of edible products and home delivery services to registered patients in Washington, D.C. The applicant is requesting delivery and a Safe-Use Treatment Facility.
 - a. The Applicant initially requested Summer Garden endorsements. The activation of any outdoor space for inhalant cannabis use, including, but not limited to: rooftop activation, street-facing patio, or in the alleyway, is not permitted for 12 months following the first day of operation.
 - b. The Applicant will not conduct any alleyway construction unless approved by all relevant permitting bodies and having sought an ANC 3C resolution in support.
3. **Hours of Operation.** Applicant's hours of commercial operation and product sales will not exceed the following:
 - a. Sunday - Saturday 8 am - 11 pm
 - b. The Applicant will maintain visible signage at the entrance to the Premises that clearly identifies the hours of operation for medical cannabis retail sales.
4. **Commercial Signage.** The Applicant may display that the business is a licensed cannabis dispensary; however, the Applicant will not be permitted to display the following on the public-facing streetscape:
 - a. No depictions or images of marijuana, cannabis consumption, or related drug use
 - b. No utilization of neon signs, flashing lights, or light projections

5. **Deliveries.** The Applicant will encourage all vendors to park only in designated delivery areas. The Applicant will inform all vendors that parking outside of the designated delivery area is illegal and shall not knowingly accept deliveries from vendors parked outside of the designated delivery area.
6. **Notice and Enforcement of Ban on On-Premises or Outdoor Consumption of Cannabis.** The Applicant will advise qualifying patients, either verbally or by written notice at the time of purchase, that medical cannabis can only be consumed in a residence or a safe use treatment facility and cannot be consumed on a street, sidewalk, or in a public place.
 - a. **Prevention of Illegal Cannabis Sales.**
 - i. The Licensee or its agents must request that all patrons seeking to purchase medical cannabis from the licensee show a valid identification before distributing medical cannabis to the qualified patient or caregiver. If a patient or caregiver fails to show valid identification, then the licensee is prohibited from serving medical cannabis to the patient or caregiver.
 - ii. When the Licensee permits or allows caregivers or patients under the age of 21 into the establishment, at least one identification check shall occur at the time the patient or caregiver attempts to purchase or obtain medical cannabis. Once the Licensee or its agents confirm that the patient or caregiver is eligible to obtain medical cannabis, no additional identification checks are required under this subsection.
 - iii. The Licensee shall report all attempts by unqualified persons to purchase medical cannabis illegally to Alcoholic Beverage & Cannabis Administration ("ABCA") and MPD.
 - b. **Maintenance of Public Space.** The Parties acknowledge that various commercial businesses and residents are located in close proximity to the premises. The Applicant will ensure that the public sidewalk (up to and including the curb) in front of the entrance to the Premises are free of litter, bottles, cans, cigarette butts, trash and other debris in compliance with relevant D.C. Code and D.C.M.R. provisions at least twice daily during the hours of operation. To curtail nuisances related to cigarette smoke the Applicant agrees to post signage at the front entrance to the Premises that communicates use may not occur .
7. **Managing Trash and Recycling.** The Applicant will comply with all ABCA regulations regarding the disposal of medical cannabis waste.
8. **Rodent and Vermin Control.** The Applicant will contract with a professional, licensed rodent, pest, and vermin control company to provide control, as necessary, for the interior of the Premises.
9. **Responding to Incidents in the Vicinity of the Premises.** The Applicant shall comply with all existing laws and regulations related to documenting and reporting violent/ threatening incidents, medical emergencies, and fire safety emergencies which occur inside the Premises to ABCA, the MPD, and other government agencies in accordance with any time period mandated by law if known. The Applicant shall also require employees to document and report violent/threatening incidents, medical emergencies including overdoses associated with the use of illegal drugs, and fire safety emergencies, which occur within 50 feet of the Premises to ABCA, MPD, FEMS, or other appropriate government agency within 24 hours of the incident, if known. The reporting requirements contained in this Section shall be satisfied by using 311 or 911 to report the incident.
10. **Behavior of Qualifying Patients.** During the hours of operation, the Applicant will make commercially reasonable efforts, through signage or other means, to prevent qualifying patients from causing noise or disturbances, in front of, or immediately adjacent to the Premises as they enter and exit the Premises. The Applicant will take reasonable measures to prevent a qualifying patient that is behaving in an unruly or disruptive manner from entering the Premises; and will refuse to sell medical cannabis to any qualifying patient that exhibits unruly or disruptive behavior while inside the Premises.
11. **Availability of Settlement Agreement.** The Applicant agrees to make copies of this Agreement available at Premises at all times and will ensure that its employees are familiar with the terms of this Agreement.
12. **Security Plan.** The Applicant shall comply with the terms of its Security Plan on file with the ABCA.
13. **Compliance with ABCA Regulations.** The Applicant will abide by all D. C. Code provisions and ABCA regulations related to the ownership and operation of a medical cannabis licensee. Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 3C does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.
14. **Binding Effect.** This Agreement will be binding upon and enforceable against the successors or assigns of the Applicant.

15. **Notice and Opportunity to Cure.** If ANC 3C considers the Applicant to be in material breach of any obligation of this Agreement, as a condition precedent to seeking enforcement of the Agreement, ANC 3C agrees to provide notice to Applicant of the existence of the breach and the specific nature thereof. Applicant alleged to be in breach shall have fourteen (14) calendar days from the receipt of notice to cure the alleged breach. If the breach is not cured within the notice period-or, with respect to a breach which reasonably requires more than fourteen (14) calendar days to cure, efforts to cure the breach have not been commenced- failure should constitute cause for the ANC to file a complaint with the ABCA. Any notices required to be made under this Agreement will be made in writing and sent via email to the Parties' or their designated representatives at the addresses below:

If to the Applicant: Corey Barnette - c.barnette@me.com

If to ANC 3C: Advisory Neighborhood Commission 3C@anc.dc.gov

Any party may change its notice address by written notice to the other. Failure to give notice shall not constitute a waiver of or acquiescence to the violation, but notice will be a prerequisite to the filing of a complaint with the ABCA or any other enforcement action related to this Agreement.

16. **Modifications.** This Agreement constitutes the only agreement between the Parties and may be modified only by the written agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

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



For ANC 3C: Janell Pagats, Chair

For ANC 3C: Samuel Littauer, ANC3C01

For Third-Eye Kru: Corey Barnette, Owner

This resolution was approved 8-0-0 by roll call vote on January 20, 2026, at a scheduled and noticed public meeting of ANC 3C at which a quorum (a minimum of 5 of 8 commissioners) was present.