

Hungry Pigeon Good Neighbor Agreement

This Good Neighbor Agreement is made this 6th day of April 2015, between the QUEEN VILLAGE NEIGHBORS ASSOCIATION ("QVNA") located at Weccacoe Recreation Center, 400 block of Queen Street, Philadelphia, PA 19147 and WT Restaurant Holdings, LLC ("WT"), operator of the Hungry Pigeon restaurant, and Paul Markowich ("PM"), owner of the property, located at 743 S 4th Street, Philadelphia, PA 19147 (the "Premises"). QVNA and WT stipulate to the following:

1. Neighbors residing in close proximity to the Hungry Pigeon have expressed legitimate concerns about the impact of the establishment on their quality of life and have asked QVNA to create this agreement to establish mutually agreed upon terms and conditions for its operation.
2. WT and PM desire that the Hungry Pigeon become and remain a respected and successful neighborhood establishment, and thus agrees to the following conditions:
 - a. Smoking Consideration: WT/PM will post signs to discourage smoking on Fitzwater Street side of property. WT/PM will not permit employee smoking in outdoor space adjacent to kitchen.
 - b. Bar service: Service and consumption of alcoholic beverages shall be limited to patrons seated at either tables, booths, or the bar, with the exception of serving a small number of standing patrons who are waiting to be seated at a table.
 - c. Trash Storage: All Trash generated at the premises will be stored in the closet accessed from the Fitzwater Street side and closed off from the street. Bottles will not be taken out to the trash closet after 10pm and be stored in the basement of the premises until taken to the street for collection. Bottles that are kept in the basement will be taken directly to 4th street for trash pick-up in the morning. If bottles need to be transferred into trash receptacles during the morning hours, this will be done either in the basement or on 4th street. Trash will remain in this closet in sealed containers until picked up on a daily basis. If presented with complaints about trash or litter, premises owner and applicant will work to educate patrons and tenants about proper waste disposal, adherence to Philadelphia city garbage codes, and promote respect for shared community spaces and neighbors' property.
 - d. Trash Collection: Garbage, trash and other refuse shall be collected on a daily basis. Applicant shall limit garbage-related truck traffic to commercial corridor of 4th Street with the goal of early morning pick up no earlier than 7:00am.
 - e. Ensuring a Pest-Free Environment: WT/PM shall exercise extreme diligence in ensuring a clean, pest-free environment. The premises will be exterminated for pests and rodents regularly, at least twice monthly.
 - f. Street Access: The public entrance to the premises shall be through the door on 4th Street, and with the exception of ingress and egress, shall remain closed during operation.
 - g. Venting: All kitchen exhaust venting shall be directed to the outdoor space adjacent to the property's rear exit, on the southeast portion of the premises, and the exhaust stack shall be

situated so that the vent opening is commensurate with current state and city venting requirements as set forth by variance and zoning agencies. There shall be no other street venting of any kind or venting into yards of adjacent properties. WT/PM shall adhere to state and city requirements for venting maintenance; including cleaning or replacement of grease filters and reasonable efforts to minimize odor and smoke for exhaust venting.

- h. Grease Trap: A grease trap shall be installed in the kitchen at the sink and dishwasher drains and maintained for efficacy.
- i. Air Conditioner Noise: If a central air conditioning system is installed, the outside condensers shall be of a reasonably quiet type and shall be placed at a location, which avoids, to the extent practicable, noise disturbing to adjacent property.
- j. Rear Door and Rear Lighting: The rear door opening to the outdoor space in the southeast portion of the premises shall be closed at all times, except for ingress and egress. Lighting at the rear door may provide illumination during hours of operation but should be installed with intent to avoid creating glare into adjacent properties.
- k. Signage: WT agrees that, there shall be no lighted signs facing adjacent residential properties, other than a back lighted or indirectly lighted or washed sign with the name of the restaurant.
- l. Yard and Roof Drains: Yard and roof drains shall be designed, installed and maintained so as not to clog and cause water and waste to flow onto adjacent properties and the public right-of-way. Outdoor space on southeast portion of premises shall be kept clean.
- m. Valet Parking: Parking of vehicles by valet shall not be on the public street but only will be in commercial parking lots or garages.
- n. Fire Protection: Code-approved fire protection and fire suppression systems will be in service at all times.
- o. Compliance with Laws and Regulations: The premises shall at all times be constructed, altered, and operated in compliance with all applicable city, county, state and federal statutes, codes, ordinances and regulations, including obtaining and renewing all permits and licenses required for use, construction, sidewalk encroachment, signage, food and trash storage. Licensee shall be entitled written notice with 30 days to cure. If cured, the licensee should not be in default of this agreement.
- p. Permits and Certificates: WT/PM shall comply with Philadelphia Zoning and Building Codes and obtain permits for demolition, construction, electrical work, plumbing work and final electrical certification, to be made available to QVNA upon request.
- q. Sale of the Premises or Change of Tenant: In the event that WT ceases operation or relocates, or PM sells the premises, the current owner agrees to give future buyer or future tenant a copy of this agreement. The current owner will make every reasonable attempt to persuade future buyer or future tenant to continue the terms of this agreement.


3. **Renegotiation of Agreement:** At least 30 days prior to requesting reconsideration or renegotiation of the terms of this agreement, WT and PM shall provide written notice to QVNA.
4. **This Agreement is intended to create binding obligations.** In the event that any provision of this Agreement is determined to be legally invalid, the affected provision shall be stricken from the Agreement and the remaining terms of the Agreement and its enforceability shall remain unaffected hereby.
5. **Recall of Petitions to Intervene:** State Senator Farnese and the neighbors who have filed Protest or Petitions to Intervene with the PLCB agree to recall their Protest or Petitions pending parties' endorsement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

WT RESTAURANT HOLDINGS, LLC

Date:

4/6/15



SCOTT SCHROEDER

Date:

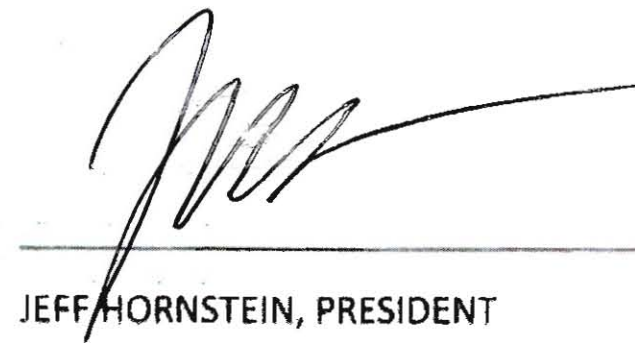
4/6/2015



PAUL MARKOWICH

QUEEN VILLAGE NEIGHBORS ASSOCIATION

Date: April 6, 2015



JEFF HORNSTEIN, PRESIDENT