

Government of the District of Columbia
ADVISORY NEIGHBORHOOD COMMISSION 3F
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4401-A Connecticut Ave, N.W.
Box 244, Washington, D.C. 20008
commissioners@anc3f.com
www.anc3f.com

SETTLEMENT AGREEMENT

Made this 20th day of February, 2024, by and between CFV Holdings LLC, t/a Caldwell Family Vines (the “Applicant”) and Advisory Neighborhood Commission 3F (the “ANC or “ANC 3F”),

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control (“ABC”) Board is Applicant’s application to relocate Applicant’s Retailer’s Class “A” (Internet Only) liquor license, License Number ABRA-122137, from its current location at 3521 V Street NE, to the Domaine Storage facilities located at 4221 Connecticut Avenue, N.W., Rear Entry (the “Establishment”) ; and

WHEREAS, both Applicant and the ANC (the “parties”) desire to enter into a Settlement Agreement commemorating certain understandings regarding Applicant’s operating plans; and

WHEREAS, in consideration of the premises recited, and the mutual covenants and promises set forth below:

Hours

1. Applicant’s hours of operation at the Establishment premises for all purposes that cause a noise disturbance (as defined in D.C. Code 25-725) – including deliveries and pick-ups – will be within the hours of 9:00 a.m. to 10:00 p.m. Sunday through Saturday. This restriction does not include sale activity outside these hours that does not cause a noise disturbance.

Public Spaces

To the extent Applicant is able to control deliveries and pick-ups, Applicant will make a reasonable effort to:

2. Use off-street parking for dropping off and retrieving product;
3. Restrict vehicle parking, including staff, customers, and vendors to legal parking locations that the Applicant can control.

4. Ensure its employees and guests maintain the establishment in such a manner as to have minimal impact on vehicular and pedestrian traffic on public streets in the neighborhood (e.g., not stacking crates to block traffic, etc.); and

Advertising

5. Applicants shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than any sign permitted by D.C laws and regulations and those required by law.

Breach of Agreement / Notifications

6. Applicant shall manage and operate in a manner consistent with their ABRA license. As such, applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the Establishment and applicable laws and regulations of the District of Columbia in the operation of this establishment.
7. The Parties agree to maintain open communications and agree to endeavor to confer and deal in good faith with issues raised under this Agreement or new issues that might arise that are within ABRA's jurisdiction with regard to the operation of the Establishment. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach for which notice has been given, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If the 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), failure shall constitute grounds for the ANC to file a complaint with the ABC Board in accordance with D.C. Official Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be delivered in writing and mailed via certified mail, return receipt requested, or hand-delivered, to the other parties to this Agreement at the following addresses:

- a. Caldwell Family Vines
5028 Wisconsin Avenue, N.W. Suite 100, Washington, DC 20016

With a copy to:

- b. Advisory Neighborhood Commission 3F
4401-A Connecticut Avenue, N.W, PMB 244
Washington, D.C. 20008-2322

Notice shall be deemed given as of the time of receipt or refusal of receipt. Any party or their counsel may change its address for the purposes of receiving notice under this Agreement by giving notice in accordance with this section 8.

THEREFORE, in consideration of and in reliance upon the commitments reflected in sections 1 through 8 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for relocation of its Retailer's Class "A" (Internet Only) license to the Establishment facility and address.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first written above.

APPLICANT

Signature: Barry Caldwell
ID R8qEg8UktuD8PwA1eSKyzelm

Name: Barry Caldwell

Title: Owner

ANC 3F

Signature: Courtney Carlson

Name: Courtney Carlson

Title: Chair, ANC 3F06