

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

In the Matter of:	)	
	)	
Cafe Tulum Georgetown, LLC	)	
t/a Cafe Tulum	)	
	)	
Applicant for a New	)	
Retailer's Class CR License	)	License No.: ABRA-136354
	)	Order No.: 2026-662
at premises	)	
3210 Grace Street, NW	)	
Washington, DC 20007	)	
	)	

Cafe Tulum Georgetown, LLC, t/a Cafe Tulum, Applicant

Mimsy Lindner, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Amy Titus, President, The Citizens Association of Georgetown (CAG)

BEFORE: Donovan Anderson, Chairperson
 Silas Grant, Jr., Member
 Teri Janine Quinn, Member
 Ryan Jones, Member
 David Meadows, Member
 James Turner, Member

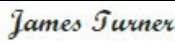
ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Cafe Tulum Georgetown, LLC, t/a Cafe Tulum (Applicant), ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated July 23, 2026, 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; Commissioner Mimsy Lindner, on behalf of ANC 2E; and Amy Titus, on behalf of CAG; are signatories to the Agreement.

Accordingly, it is this 5th day of August 2026, **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.

OFFICIAL VOTE OF THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE AND CANNABIS BOARD		
Board Members	Decision	Signature
Donovan Anderson (Chairperson)	Approve	
Silas Grant, Jr.	Approve	
Teri Janine Quinne	Approve	
Ryan Jones	Approve	
David Meadows	Approve	
James Turner	Approve	
Additional Comments: N/A		

NOTICE

Any party adversely affected may file a Motion for Reconsideration of this decision or other motion permitted by law within ten days of service of this Order. If a motion is filed, the opposing party may file a response within seven days. If a response is filed, the movant may file a reply within three days. All filings should be served on all parties to the matter and delivered to the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street NE, Suite 4200-B, Washington, DC 20002, or sent by email to abca.legal@dc.gov. Parties are further advised that the failure to properly serve the other parties or to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

In addition to filing a Motion for Reconsideration, pursuant to § 11 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, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that the timely filing of a Motion for Reconsideration 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).

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. *See e.g.*, D.C. Code § 1-309.10(g).

**SETTLEMENT AGREEMENT BETWEEN CAFE TULUM GEORGETOWN LLC; ADVISORY
NEIGHBORHOOD COMMISSION 2E; AND THE CITIZENS ASSOCIATION OF
GEORGETOWN**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 23 day of July 2026, by and between Cafe Tulum Georgetown LLC t/a Cafe Tulum ("Applicant"), Advisory Neighborhood Commission 2E ("ANC2E"), and The Citizens Association of Georgetown ("CAG"), also referred to collectively as the "Parties."

WHEREAS, Applicant has applied for a Retailer's Class C Restaurant ABC license (ABRA-136354) with Alcohol Carryout & Delivery and Streatory Endorsements ("License") at 3210 Grace St., NW, Suite 101 ("Premises");

WHEREAS, Parties wish 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;

WHEREAS, Parties request that the Alcoholic Beverage & Cannabis Board ("ABC Board") 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 and conditions set forth below, the Parties agree as follows:

- 1. Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
- 2. Occupancy.** The Premises' total interior occupancy load shall not exceed ninety-nine (99) patrons. The Streatory occupancy shall not exceed twelve (12) seats.
- 3. Hours.**
 - a. The Interior Hours of Operation; Interior Hours of Alcoholic Beverage Sales, Service, and Consumption; and Alcohol Carryout & Delivery Endorsement hours shall be:
 - i. Sunday: 10:00am – 11:00pm;
 - ii. Monday – Thursday: 10:00am – 11:30pm; and
 - iii. Friday & Saturday: 10:00am – 12:00am.
 - b. The Streatory Hours of Operation; and Interior Hours of Alcoholic Beverage Sales, Service, and Consumption shall be:
 - i. 10:00am – 11:00pm daily;
 - ii. However, Applicant shall cease seating patrons on the Streatory at 10:00pm. It is understood by the Parties that patrons who arrive no later than 10:00pm or other have a reservation time scheduled for 10:00pm may remain on the Streatory premises until the end of its Hours of Operations.
 - c. Applicant may hold an Entertainment Endorsement for the interior premises. The hours of Entertainment shall not exceed:
 - i. Sunday: 11:00am – 10:00pm;
 - ii. Monday – Thursday: 10:00am – 10:30pm; and

iii. Friday & Saturday: 10:00am – 11:00pm.

- d. Exceptions to the stated hours shall be granted for:
 - i. Days designated by the ABC Board as “Extended Hours for ABC Establishments” or “Daylight Savings Time Extension of Hours” Applicant may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;
 - iii. On January 1 of each year Applicant may operate, sell, serve, and permit the consumption of alcoholic beverages until 4:00am; and
 - iv. Applicant may apply for a one-day substantial permit change in accordance with 23 DCMR §§ 716 and 1003, without objection from ANC2E or CAG, to modify its hours, endorsements, or otherwise change its operations.

4. Noise.

- a. Applicant shall comply with D.C. Code § 25-725 and follow the noise level requirements set forth in Chapter 27 of Title 20 of the District of Columbia Municipal Regulations.
- b. No music played inside the Premises or other noise coming from inside the Premises shall be audible in surrounding residences at any time;
- c. No speakers shall be installed or affixed to the exterior of the premises, including the Streatery; and
- d. No deliveries of any kind will be made from Grace Street, NW before 7am or after 10pm on any day.

5. Trash & Public Space.

- a. Trash pickup will occur one time per day, seven days a week except on federal holidays and/or when trucks cannot access Grace Street, NW because of inclement weather;
- b. All trash will be stored in the designated trash area inside the garage designated in a pre-existing agreement between Grace St Property LLC in its capacity as the 3210 Grace Street Commercial Condominium Association (the “Commercial Association”) and 3210 Grace Street Residential Unit Owners Association (the “Residential Association”) - at no times will trash be stored outside;
- c. No glass bottles shall be disposed of in exterior receptacles between 10:00pm and 7:00am daily;
- d. Trash pickup shall not occur between the hours of 10pm and 7am;
- e. The public space adjacent to and in front of the Premises (including the Streatery) is to be kept tidy at all times and litter is to be removed by the Applicant’s staff at least three times per day;
- f. Applicant shall communicate to its vendors that parking is limited in the area and encourage them to park legally when making deliveries and to be mindful of nearby residences; and
- g. Applicant shall encourage vendors to park on Wisconsin Ave., NW when making deliveries.

6. Cleaning & Pest Control. Applicant shall maintain a contract with a professional, licensed cleaning company to provide routine cleaning of the Premises. Applicant will maintain a contract with a professional, licensed pest control company to provide for routine, and as needed, control of pests and vermin at the Premises.

7. **Promoters & Private Events.** No third-party promoters will conduct business on the Premises. "Third-party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.
8. **Notice & Opportunity to Cure.** 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, reasonable notice and opportunity shall provide for a cure within ten (10) days of such notice. If a Party fails to cure within the ten (10) day period (or, with respect to a breach which reasonably requires more than ten (10) days to cure, fails to commence cure of such breach within ten (10) days and diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board.

Any notice which may be given hereunder shall be deemed to have been given if sent by mail or e-mail to the following:

If to Applicant:	Cafe Tulum Georgetown LLC 3210 Grace St., NW, Suite 101 Washington, DC 20007 Attn: Juan David Dracoulis Candela juan@agave-holdings.com
If to ANC 2E:	Advisory Neighborhood Commission 2E Attention: Mimsy Lindner, SMD 2E05 3265 S Street, NW Washington, DC 20007 2E05@anc.dc.gov
If to CAG:	Citizens Association of Georgetown Attention: Amy Titus, President 1365 Wisconsin Avenue, NW Washington, DC 20007 CAGMail@cagtown.com

9. **Binding Effect.** The Agreement shall be binding and enforceable against the Applicant and successors of Applicant.
10. **No Protest.** Upon execution of this Agreement by the Parties and its approval by the ABC Board, and in reliance thereupon, the ANC and CAG shall refrain from filing a protest against the Applicant's License application.

[signatures on the following page]

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

ADVISORY NEIGHBORHOOD COMMISSION 2E

DocuSigned by:
By: Mimsy Lindner
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Mimsy Lindner, ANC 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____
Amy Titus, President

CAFE TULUM GEORGETOWN LLC

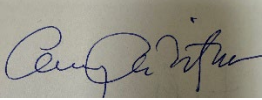
By: Juan David Dracoulis Candela
Juan David Dracoulis Candela, President

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

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____
Mimsy Lindner, ANC 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: 
Amy Titus, President

CAFE TULUM GEORGETOWN LLC

By: _____
Juan David Dracoulis Candela, President