

VOLUNTARY AGREEMENT

This Voluntary Agreement (the “**Agreement**”) is made and entered into as of the 20th day of July, 2022, by SOL Mexican Grill Two, LLC, the applicant in ABRA-121362 (“**SOL**”), and Advisory Neighborhood Commission 3E (“**ANC**”) (SOL and ANC 3E each being a “**Party**” hereunder or collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, SOL has sought permission from the District of Columbia Alcoholic Beverage Administration (ABRA) for a Retailer’s Class C Restaurant License at 4220 Fessenden Street, NW, which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support SOL application in ABRA-118225 (“**Application**”), in reliance in part on SOL’s agreement to certain restrictions contained herein that will reduce potential burden on nearby residents and businesses;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Unlawful / Hazardous Parking.** SOL will post prominent signs inside and outside the establishment warning patrons not to stop or park in such a way as to block a travel lane, bike lane, or crosswalk to patronize the restaurant. If any SOL staff member becomes aware that a patron who has stopped or parked in such a way as to block a travel lane, bike lane, or crosswalk has entered the store or otherwise seeks to patronize the store, the staff member will inform the patron that SOL may not serve the customer until the vehicle is moved to a spot that does not block a travel lane, bike lane or crosswalk. (For avoidance of doubt, any vehicle a customer is in or gets out of shall be considered their vehicle for purposes of this paragraph). This paragraph shall also apply to curbside service, if offered by the establishment.

2. **Incorporation.** The Parties agree to ask ABRA to incorporate the terms of this Agreement in any order it issues in the case.

3. **Miscellaneous Provisions.**

Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right subsequently to enforce and compel strict compliance with every provision of this Agreement.

Binding on Survivors: All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the parties hereto, their heirs, executors, administrators, personal representatives, and successors.

Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Assignment and Subcontracts: Neither party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other party.

Headings and Paragraphs: Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any Section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.

Counterparts: This Agreement may be executed simultaneously in one or more counterparts, by original or electronic signature, and when executed by all parties shall constitute one and the same Agreement.

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

SOL LLC

By:



Name: Fernando Postigo
Title: owner

ADVISORY NEIGHBORHOOD COMMISSION 3E

By:

Jonathan Bender
Chair