

## SETTLEMENT AGREEMENT

This Settlement Agreement (the “**Agreement**”) is made and entered into as of the 8th day of October, 2014, by Discount Drugs Inc. DBA Rodman’s Food and Drug (“**Rodman’s**”), the renewal applicant in ABRA-000394, and Advisory Neighborhood Commission 3E (“**ANC**”) (Rodman’s and ANC 3E each being a “**Party**” hereunder or collectively, the “**Parties**”).

### WITNESSETH:

WHEREAS, Rodman’s operates a grocery store that sells beer and wine at 5100 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, constituents have complained about truck traffic for Rodman’s inappropriately using neighborhood streets, and Rodman’s wishes to take steps to minimize such traffic; and

WHEREAS, ANC 3E agrees to support Rodman’s renewal application in ABRA-000394 (“**Application**”), in reliance in part on Rodman’s agreement to take certain actions described herein that will reduce potential burden on nearby residents;

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

1. **Signage.** Rodman’s will install a large, prominent sign above its loading dock with the following verbiage: “Delivery Trucks Are Not Allowed On Nearby Neighborhood Streets. Rodman’s Management Will Contact Management Of Companies Whose Trucks Violate This Rule. Thank You.”

2. **Letters.** Rodman’s will send letters to every company that makes deliveries to Rodman’s notifying them about the policy prohibiting delivery trucks to Rodman’s from using neighborhood streets, and warning the companies that Rodman’s may cease doing business with repeat violators.

3. **Website.** Rodman’s will place a link on its on the top navigation bar of its website homepage entitled “Contact Us.” The link will lead to a web page that will state that Rodman’s wants to hear about any community concerns associated with its business, including inappropriate truck traffic, and will contain an e-mail link and phone number that residents may use to communicate with Rodman’s about such concerns.

4. **Miscellaneous Provisions.**

**ABRA Adoption:** The Parties agree to ask ABRA to incorporate this Agreement to fullest extent possible into any order it may issue regarding the subject application.

**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 facsimile 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.

Rodman's

By: Nolan Rodman  
Name: Nolan Rodman  
Title: Owner's son

Advisory Neighborhood Commission 3E

By: Judith Burt  
Name: Judith Burt  
Title: Vice-Chair