

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
Harris Teeter, Inc.)	
t/a Harris Teeter)	
Holder of a)	License No. ABRA-073993
Retailer's Class B License)	Order No. 2014-382
at premises)	
1631 Kalorama Road, N.W.)	
Washington, D.C. 20012)	
)	

Clover Logan Circle, LLC, t/a Harris Teeter (Licensee)

Brian Hart, Commissioner, Advisory Neighborhood Commission (ANC) 1C

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT

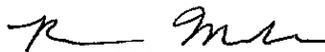
The official records of the Alcoholic Beverage Control Board (Board) reflect that Clover Logan Circle, LLC, t/a Harris Teeter, (Licensee), and ANC 1C entered into Settlement Agreement (Agreement), dated October 11, 2006 and an Amendment to Settlement Agreement, dated October 7, 2009, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Second Amendment), filed on September 24, 2014, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Brian Hart, on behalf of ANC 1C, are signatories to the Amendment.

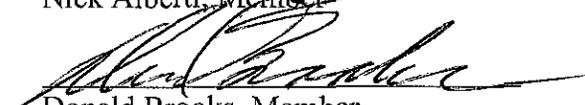
Accordingly, it is this 15th day of October, 2014, **ORDERED** that:

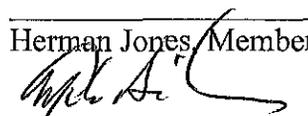
1. The above-referenced Second Amendment to Settlement Agreement, filed on September 24, 2014, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement and Amendment, not amended by the Second Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 1C.

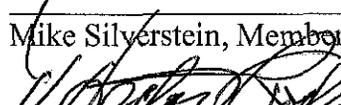
District of Columbia
Alcoholic Beverage Control Board

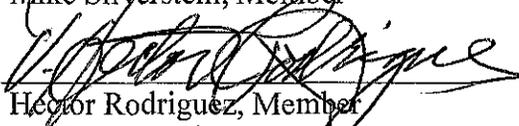

Ruthanne Miller, Chairperson

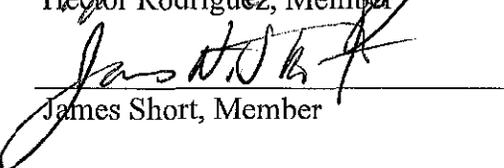

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

Also, pursuant to section 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, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

Second Amendment to Settlement Agreement

Whereas Harris Teeter, Inc. ("Harris Teeter") and Advisory Neighborhood Commission 1C ("ANC1C") previously entered into a cooperative or voluntary agreement dated October 11, 2006 (the "Settlement Agreement");

And whereas Harris Teeter and ANC1C entered into an amendment to the Settlement Agreement on October 7, 2009 (the "First Amendment");

And whereas Harris Teeter and ANC1C have now agreed to further amend the Settlement Agreement as of September [], 2014;

Therefore, Harris Teeter and ANC1C agree that the Settlement Agreement is amended as follows:

- Paragraph 4 is amended by striking "9 a.m." and inserting "7 a.m." in its place.
- Paragraph 10 is deleted in its entirety and replaced with the following: "The Applicant will not sell single containers of beer less than 20 oz. The Applicant will not break apart a manufacturer's packaging in order to accomplish sales of single containers of beer. The single containers of beer that are sold by the Applicant will consist of imported and craft beers."

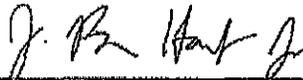
Except as set forth above, the terms of the Settlement Agreement, including its First Amendment, remain in full force and effect.



Harris Teeter

By: Taryn G. Meia

Title: Vice President



ANC1C

By: Brian Hart

Title: Commissioner, ANC 1C01

Chair, ABC and Public Safety Committee ANC 1C

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aweiss@pascalweiss.com
rhirao@pascalweiss.com

September 24, 2014

Fred Moosally, Director
ABC Board
2000 14th Street, NW
Washington, DC 20009

VIA HAND DELIVERED

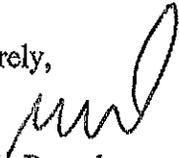
**Re: Harris Teeter, Inc - Second Amendment to Settlement Agreement
ABC License No. ABRA-073993
1631 Kalorama Road, NW, Washington, DC**

Dear Mr. Moosally:

Enclosed please find a copy of the Second Amendment to Settlement Agreement regarding Harris Teeter, Inc. located at 1631 Kalorama Road, NW. Please submit this to the Board as soon as possible.

Thank you for your consideration.

Sincerely,


Paul L. Pascal
Attorney at Law

Enclosure

PLP:je

cc: Karen Jackson, Pat Jenkins & Sean Gordy, ABRA
ANC 1C


1:25:11
SEP 24 P 3:11
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