

Doc 00-1

Approved 4/17/00 by ANC3F

NEIGHBORLY AGREEMENT

This Agreement is between Exxon Mobil Corporation ("Exxon"), KM, Inc. ("KM"), Connecticut/Nebraska Avenues Neighbors Alliance ("Neighbors") and Advisory Neighborhood Commissions ("ANCs") 3F and 3G (the "Parties"). This Agreement concerns the Exxon Retail Service Station at 5030 Connecticut Avenue, NW (corner of Nebraska Avenue) in Washington, DC. (the "Exxon station"). Exxon and KM came before ANC 3F in 1997 as to preliminary plans but filed District of Columbia permit applications and received permits in 1999 without notice to the ANC or neighborhood consultation as to final plans. The Parties have attempted to examine, address and resolve all issues between or among them concerning design, construction and operation of the Exxon station, including— (a) issuance of permits, licenses and approvals therefor; (b) neighborhood preferences as to design and operation; and (c) a procedure for addressing any potential complaints that may arise in the future. This Agreement is intended as a comprehensive good-faith settlement of all issues as to the Exxon station between or among the Parties.

General

1. References to Exxon/KM mean (a) Exxon *and/or* KM as to actions and (b) Exxon *and* KM as to responsibility. Unless specifically indicated, this Agreement does not attempt to establish the financial or contractual obligations of Exxon and KM to one another.
2. Commitments that Exxon/KM "will" take certain actions (a) include actions already initiated or completed and (b) include the commitment not to undo such action.

Four Yard lights

3. Exxon/KM will not remove any of the 20-foot tall lights with flat lenses.
4. Exxon/KM will change the lighting and reballast the yard lights from 1000-watt halogens to 400-watt sodium vapor lights, but will retain the flat lenses.

Canopy

5. Exxon/KM will not alter the height of the canopy which is now about 18 feet at the north end and 15 feet at the south end from canopy bottom to ground.
6. Exxon/KM will turn off and disconnect the backlighting on the red ACM Panel accent band surrounding the canopy and will not restore this backlighting. The two "Exxon" logos on the canopy which are currently illuminated will remain without any change.
7. Exxon/KM will not remove the unlit red ACM Panel accent band surrounding the canopy.

Under the Canopy

- 8A. Exxon/KM will replace the 12 under-the-canopy convex-lense fixtures with 12 under-the-canopy flat-lense boxes.
- 8B. Exxon/KM will replace the 12 under-the-canopy 400-watt lights with 320-watt metal halide lights.
- 9. Exxon/KM will program the message line on the videos on all pumps to read "Restrooms Inside Building."

Air Pump and Car Vacs

- 10. Exxon/KM will move the Air Pump and Car Vac facilities from the location near Nebraska Avenue southward, to the wall of the adjoining building, and will install different and muffled Air Pump equipment so as to minimize noise impacts on Nebraska Avenue residences.

Building

- 11. Exxon/KM will remove the red ACM Panel accent band surrounding the building (leaving the existing red strip, with no backlighting, over the front windows and door on the Connecticut Avenue side).
- 12. Exxon/KM will remove the advertising poster frames on the Nebraska Avenue ends of the building and remove or paint over advertising at the rear of the building.
 - a. KM will not place new signs (permanent or temporary) on the Nebraska Avenue or rear sides of the building [except that KM may move the map from the Connecticut to the Nebraska side of the building if KM does not move the map to the side of the adjacent restaurant building on Connecticut].
 - b. KM may place additional signs (up to the total square footage permitted by law) on the Connecticut Avenue side of the building.
- 13. Exxon/KM will shield the lights on the alley and Nebraska Avenue sides of the building.

Gate and No Parking

- 14. Exxon/KM will install a gate and an "Employees Only" permanent sign by the steps between the side of the building and the trash dumpster.
- 15. Exxon/KM will install "No Parking" signs and will stripe the concrete garbage loading area.

Landscaping

16. Exxon/KM will promptly landscape (a) on and (b) off the property in accordance with the plan attached to this Agreement, including, but not limited to–
- hedge-type screenings along Nebraska Avenue (yew and cherrylaurel) and Connecticut Avenue (cherrylaurel),
 - plantings in the plot behind a stone wall at the intersection of the two Avenues,
 - an 8'-10'-high, female Nelly Stevens Holly tree next to the building on a Nebraska Avenue side,
 - plantings between the walk and steps and the Nebraska Avenue yew hedge and sidewalk,
 - two trees on the west side of Nebraska Avenue, one tree on the east side of Nebraska Avenue south of the alley and two trees in the public space north of the alley adjacent to the sidewalk which adjoins the property on the east side of Nebraska Avenue, and
 - plantings in front of the wall of the adjacent restaurant building on Connecticut Avenue south of the Exxon station (nandina domestica plus euonymous siboldiana).
- KM will maintain the landscaping on the property and water the trees in the adjacent public space in times of dry weather.

Neatness and Tidiness

17. KM will have an employee police the area to maintain neatness and tidiness, including the sidewalks and alley adjacent to the property.

Complaints

18. Complaints may be made to KM's on-site manager (in person or by phone to 202.364.5145).
19. Complaints may also be made to KM's designated representative, initially Mr. Stacy Milford, in person or at phone 202.364.6360. If KM changes its designated representative under this section it will notify the Chairpersons of ANCs 3F and 3G.
20. If any neighbor is not satisfied with the response to a complaint, she or he may have the matter reviewed by a committee consisting of three designated persons: one representative of KM, one resident of ANC 3F selected by residents of ANC 3F within 200 feet of the Exxon station; and one resident of ANC 3G selected by residents of ANC 3G within 200 feet of the Exxon station ("the Complaints Committee").

Recourse for Violation

21. Parties will act in good faith to honor the terms of this Agreement. If a Party violates the terms of this Agreement (including failure to fulfil its obligations under the Agreement), any other Party may raise the issue and seek redress by notifying the offending Party via the name and address set forth below. If the offending Party has not made a good faith effort to cure the violation within 15 days of receipt of that notice, the Party seeking redress may renounce its obligations under to this Agreement to the violating Party.

Outdoor, one-way, pay telephones

- 22A. KM commits that if the DC Public Service Commission hereafter considers the proposal to install outdoor pay telephones, KM will object to and not permit installation of outdoor pay telephones which permit users to receive telephone calls from off-site.
- 22B. After Exxon/KM have implemented all of the foregoing provisions, ANC 3G will notify the DC Public Service Commission, with copy to KM, that it withdraws its objection to the installation of two outdoor pay telephones. ANC 3G may make its withdrawal conditional on compliance with any or all of the foregoing provisions.

No Filing of Formal Complaint

23. During Exxon/KM's implementation of the foregoing provisions, ANC 3F will suspend the direction of its Resolution adopted March 13, 2000, to file a Complaint and after such implementation neither ANC 3F nor any other Party will file any similar Complaint.

Review after one year with renewal for three years

24. Apart from the agreements to shut off the canopy backlighting altogether and to reduce the lighting intensities of the yard lights and lights under the canopy to the wattage levels specified, the Parties will allow one year of experience to accumulate from the date of this Agreement at which time they will review implementation performance. Unless any of the Parties then objects, the Agreement will be renewed for three years at a time on an "ever-green" basis.

Notices

25. Unless otherwise stated, notices to each of the Parties should be sent to the signators at the addresses shown below.

Signatures, Dates and Addresses

26. This Agreement may be signed in counterparts.

Exxon Mobil Corporation

By: _____ Date: _____
Murad M. Pandit
Agent and Attorney in Fact
Exxon Mobil
3225 Gallows Road, Room 5W113
Fairfax, VA 22037

Advisory Neighborhood Commission 3F

By: _____ Date: _____
David J. Bardin
Chair, ANC 3F
P.O. Box 39290
Washington, DC 20016-9290

KM, Inc.

By: _____ Date: _____
Stacy Milford
Vice-President and General Manager
5030 Connecticut Avenue, NW
Washington, DC 20008

Advisory Neighborhood Commission 3G

By: _____ Date: _____
Anne Mohnkern Renshaw
Chairman, ANC 3G
2910 Military Road, NW
P.O. Box 6152
Northwest Station
Washington, DC 20015

Connecticut/Nebraska Avenues Neighbors
Alliance

By: _____ Date: _____
Rachael Egan
5018 Nebraska Avenue, NW
Washington, DC 20008

and by: _____ Date: _____
Rhonda Goldberg
5026 Nebraska Avenue, NW
Washington, DC 20008