

**GOOD NEIGHBOR AGREEMENT RE MILE HIGH VIENNA STAND, LLC,  
DBA MILE HIGH VIENNA STAND,  
300 SANTA FE DR, CONCERNING AN APPLICATION FOR A  
HOTEL AND RESTAURANT LIQUOR LICENSE**

THIS AGREEMENT is entered into by Baker Historic Neighborhood Association (BHNA), a registered neighborhood association in the City and County of Denver, to be known as a Registered Neighborhood Organization (RNO) and Mile High Vienna Stand, LLC, dba Mile High Vienna Stand, located at 300 Santa Fe Drive, Denver, Colorado, hereinafter referred to as the "Applicant." Applicant and the RNO are collectively referred to herein as the "Parties."

RECITALS

A. RNO is registered neighborhood organization in Denver, Colorado, whose neighborhood boundaries include the premises at 300 Santa Fe, Denver, Colorado. The RNO is and has been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 300 Santa Fe Drive and want to continue to protect and improve the safety, health, welfare, and quality of life in the neighborhood.

B. The Applicant has applied for a Hotel and Restaurant Liquor License, hereinafter referred to as the "License" for 300 Santa Fe Drive including a building with a patio on the north side of the building which business is herein referred to as the "Premises."

C. Applicant wants RNO to refrain from opposing its pending application for the License.

**NOW, THEREFORE**, in consideration of the mutual agreements herein, the Parties agree as follows:

RNO agrees they will not oppose the granting of the License and will not encourage their members to oppose the License and, in addition, will notify the Denver Department of Excise and License that they do not oppose the License.

Applicant agrees it will abide by all laws and regulations pertaining to the sale of alcohol on the Premises and further agrees to abide by all City of Denver ordinances and laws of the State of Colorado.

Applicant agrees it will act in a manner not inconsistent with or adverse to the quiet and peaceful enjoyment of neighborhood residential and business premises and will:

1. Cease all food and alcohol service on the patio and close any door or window openings larger than 4 feet across by 10:00 PM Sunday through Thursday and 11:00 PM on Friday and Saturday.
2. Not have amplified sound outside the structure and will not allow sound leaving the Premises to exceed levels allowed by Denver Code.
3. Not have more than two special event liquor permits or any other permits or licenses for service of food or alcohol at 300 Santa Fe Drive outside the Premises totaling no more

- than 4 days per calendar year with all activities outside the Premises to cease by 10:00 PM Sunday through Thursday and 11:00 PM on Friday and Saturday.
4. Not empty glass and metal or trash from the Premises between the hours of 10:00 PM and 8:00 AM except on Friday and Saturday nights between 11:00 PM and 8:00 AM.
  5. Notify RNO 30 days prior to applying to the City of Denver for any modification of the premises including but not limited to any patio on the rooftop or any door or window openings larger than 4 feet wide and 8 feet tall.
  6. Applicant shall provide notice to any Transferee of the provisions of this Good Neighbor Agreement, including the terms of paragraph 1, 2, 3, 4 and 5 and that such provisions are applicable as restrictions/conditions on the License.
  7. Remove any graffiti placed on its establishment including trash receptacles within 24 hours of notice or discovery.
  8. Install and use only downcast lighting on the exterior of the Premises.

In order to promote the ongoing maintenance and support of the relationship and communication between the Parties, the Applicant and RNO agree to the following provisions:

9. Applicant agrees to post in a location visible to passersby on Santa Fe, the north side of the building and on the alley side of the Premises a telephone number where a manager can be reached at all times during operating hours.
10. Applicant agrees to meet with the residential neighbors and a representative of BHNA on 7 days' notice to discuss issues that may arise.
11. Should a good faith, unresolved neighborhood complaint be made to BHNA regarding the operation of Applicant's business, RNO will use reasonable commercial efforts to transmit the complaint to the Applicant within one week after receiving the complaint.
12. Should either party believe that the other party is in default or violation of this Agreement, the party not in breach shall notify the other in writing of the alleged event constituting breach of this Agreement. Upon receipt of such notice, the receiving party shall have 15 calendar days within which to affect a cure of the alleged breach, or such longer time as may be reasonably required in the circumstances, provided that the party having received notice of breach shall make reasonable, continuous efforts to cure such alleged breach. If a cure does not occur, such issue shall be referred to mediation through the City of Denver.
13. Except in emergencies or potentially irreversible threats to the well-being, peace and/or quiet of the neighborhood BHNA agree to forebear from making formal complaints about violations of this Agreement to the Department of Excise and Licenses or other agencies of the City and County of Denver until after written notice, the corrective period and a reasonable attempt to mediate have elapsed. However, it is understood that RNO cannot stop individuals from making such formal complaints.

Because the understanding and agreement between the Parties is based on the creation and operation of a business focused on the sale of food and alcohol, the Applicant and RNO agree to the following provision:

14. Applicant shall notify RNO no less than 15 calendar days prior to any proposed transfer of the License or Applicant's interest in the Premises. Applicant shall provide notice to Transferee of all the terms of this Agreement in any transfer of the License. In addition, if

Applicant transfers any part of the equity interest of Applicant in the License or the lease for 300 Santa Fe Drive, Applicant acknowledges that Applicant's obligations under this Agreement remain in full force and effect.

15. Miscellaneous:

- a. This Agreement is the entire agreement between the Parties. This agreement may be executed in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original but all such counterparts shall together constitute one and the same instrument. Facsimile or electronic signature pages shall be treated as originals for all purposes.
- b. No provision of this Agreement may be released, discharged, abandoned, supplemented, amended, changed or modified in any manner, orally or otherwise, without the written consent of the Parties. Side agreements may be entered into by the Parties provided the Applicant has demonstrated a reliable and on-going relationship with RNO as well as its adjacent and surrounding neighbors, and provided the Side Agreement does not affect, modify or alter the restrictions or conditions set forth in Paragraphs 1, 2, 3, 4 and 5 which are included on the face of the License as it is the intent of the Parties that the restrictions and conditions are not subject to modification or amendment. Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by a duly authorized officer or representative of each of the Parties.
- c. Both the Applicant and RNO request that the City of Denver include in the License paragraphs numbered 1 through 5 above; that the Hotel and Restaurant Liquor License be conditioned on the terms of this Agreement; and that this Agreement be added to the Applicant's file representing part of the "needs and desires" of the neighborhood.

Each person signing below represents that he/she has the authority to execute and deliver this Agreement.

Executed and effective on the latest date set forth below:

BAKER HISTORIC NEIGHBORHOOD ASSOCIATION

Signed: Luchia G. Brown Date: 12/7/15  
Luchia Brown, President

Applicant: Mile High Vienna Stand, LLC, dba Mile High Vienna Stand

Signed: [Signature] Date: 12/7/15  
Sonny Jarock, President