

GOOD NEIGHBOR AGREEMENT RE FIRST & CHEROKEE LLC AND NOVEL STRAND BREWING COMPANY LLC, 305 WEST FIRST AVENUE, DENVER, CONCERNING OPERATIONS OF A BREWERY AND CAFE

THIS AGREEMENT is entered into by and among the Baker Historic Neighborhood Association (BHNA), Novel Strand Brewing Company LLC (Tenant), and First & Cherokee LLC (Landlord), regarding uses of a property located at 305 West First Avenue (Premises). Tenant, Applicant and BHNA are collectively referred to herein as the "Parties."

- A. BHNA is a registered neighborhood organization in Denver, Colorado whose neighborhood boundaries contain the premises at 305 West First Avenue., Denver, Colorado. BHNA is and has been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 305 West First Avenue, and all Parties want to continue to protect and improve the safety, health, welfare, and quality of life in the neighborhood.
- B. Landlord owns the Premises and has leased the Premises to Tenant for the purpose of operating a brewery taproom and cafe, including outdoor seating on the east side of Premises.
- C. Tenant and Landlord want BHNA to refrain from objecting to use of the Premises for operating a brewery taproom and cafe.

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

1. Tenant agrees to abide by all terms of their licensing and all City and State laws and regulations pertaining to the sale of alcohol on the Premises.
2. Tenant agrees it will act in a manner not inconsistent with or adverse to the quiet and peaceful enjoyment of neighborhood residential and business establishments.
3. Tenant shall cease the use of, and all activity on, the patio area on the east side of the building by 9:00 P.M. On Friday and Saturday nights the use of the patio areas shall cease by 11:00 P.M.
4. Tenant and Landlord agree to install and use only downcast lighting on the exterior of the building and the patio area.
5. Tenant agrees to adopt and implement policies and practices to remind its patrons that smoking is not permitted on the patio, nor within 30 feet of entrances. Tenant will encourage its patrons to refrain from smoking adjacent to nearby residences.
6. Tenant agrees to adopt and implement policies and practices to remind its patrons that the Premises are adjacent to residential neighborhoods. These policies and practices shall include, but not be limited to, posting signs throughout the building, patio and parking lot requesting their patrons to be considerate when leaving the neighborhood and to leave the neighborhood in a peaceful and quiet manner.
7. BHNA and Tenant agree that up to one food truck, as licensed by the City of Denver, at a time may serve the Premises, with the following conditions:
 - a. Food trucks will cease operation by 9:00 P.M.

- b. Tenant will provide adequate trash receptacles outside and will, at the end of every evening of operation, ensure that all trash is removed from sidewalks and streets and that sidewalks are broomed clean.
 - c. No generators will be used by food trucks, except in the case of a power outage, and Tenant will provide power to food trucks as needed.
 - d. Food trucks will not park on the south side of West First Avenue or on the East Side of Cherokee Street
8. Tenant shall post at its front door a telephone number where a manager can be reached at all times during operating hours.

In order to promote the ongoing maintenance and support of the relationship and communication between the Parties, Tenant, Landlord and BHNA agree to the following provisions:

9. Tenant and Landlord Applicant agree to meet with the residential neighbors and a representative of BHNA on seven (7) days' notice to discuss issues that may arise. All parties agree to work together to resolve these issues.
10. This Good Neighbor Agreement will be attached to Tenant's lease with Landlord and shall be enforceable by Landlord.
11. Except in emergencies or potentially irreversible threats to the well-being, peace and/or quiet of the neighborhood, BHNA agrees 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 or the State of Colorado until after written notice and a reasonable attempt to mediate have elapsed. However, it is understood that BHNA 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, the Parties agree to the following provision:


12. Landlord shall notify BHNA no less than 15 calendar days prior to any proposed new tenant. Landlord agrees to endeavor to reach a Good Neighbor Agreement with similar terms, as appropriate, with future tenants that have liquor serving and/or eating and drinking uses.
13. 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 BHNA as well as its adjacent and surrounding neighbors, 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. This Agreement is in effect only while a lease between Landlord and Tenant is in effect, and will become null and void if that lease is cancelled, expires or otherwise invalidated.
- d. This Agreement will not be recorded against the deed of the Premises.

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  Date 11-15-17
Mathew Wasserburger, President
P. O. Box 9171, Denver, CO 80209
Vice-President@bakerneighborhood.org

Tenant, Novel Strand Brewing Company LLC:

Signed: _____ Date: _____

By _____, Owner(s)

Landlord, First & Cherokee LLC:

Signed: _____ Date: _____

By _____, Owner(s)



