

**GOOD NEIGHBOR AGREEMENT RE BLACK SKY BREWERY, INC., 490 SANTA FE DRIVE CONCERNING AN APPLICATION FOR A BREWPUB LICENSE**

THIS AGREEMENT is entered into by and between the Baker Historic Neighborhood Association, a registered neighborhood association in the City and County of Denver, ("BHNA") and Black Sky Brewery, Inc. ("the Applicant").

A. BHNA is a registered neighborhood association in Denver, Colorado whose neighborhood contains the premises at 490 Santa Fe Drive, Denver, Colorado.

B. The Applicant has applied for a Brewpub License (hereinafter "The Licenses") for 490 Santa Fe Drive, including an enclosed structure and patios which business is herein referred to as the "Premises." The patio is divided into two sections: South Patio, directly south of the structure and Rooftop Patio, on the rooftop of the structure, outside of the Denver zoning setback for rooftop patios. In addition, there is a parking lot to the East of the structure, across the alley from the Premises.

C. Applicant wants BHNA to refrain from opposing its pending application for The License-

D. BHNA agrees not to oppose Applicant's application for The Licenses and will inform the Denver Department of Excise and Licenses in writing that it does not oppose The Licenses subject to the agreements herein.

**NOW, THEREFORE**, for good and valuable consideration, the parties hereby agree as follows:

BHNA agrees it will not oppose the granting of The License and will not encourage its members to oppose the granting of 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.

In addition, 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 abide by the following:

1. Cease the use and all activity of the Rooftop Patio by 11:00 PM until 10:00 AM, except on Friday and Saturday nights when the use of the Rooftop Patio shall cease by 12:00 AM. Use of the South Patio shall be in accordance with the Zoning and liquor law requirement.
2. There shall be no speakers or amplified music outside the structure except as provided for in paragraph No. 4. At no time shall sound leaving the Premises exceed levels allowed by Denver Codes.

3. Prohibit the emptying of glass and metal or trash pickup from the Premises between the hours of 10:00 PM and 8:00 AM, except on Friday and Saturday nights, when emptying of glass and metal or trash for pickup will be prohibited between the hours of 11:00 PM and 8:00 AM.
4. Special event permits or any other permits or licenses for live entertainment outside the enclosed structure anywhere on the zone lot shall be limited to events totaling fewer than six (6) days per year.
5. Enclose the South Patio and the parking lot in a non-see-through fence shielding the neighborhood from view of such areas.
6. Adequately enclose the Rooftop Patio for safety and to prohibit throwing of items, such as cigarettes and cigars, bottles and cans or the liquids contained in them, food or wastes, or paper or plastic serving items or trash, from such patio into the alley or neighboring properties.
7. Limit ingress and egress to the South Patio and the Rooftop Patio to means of passage through the enclosed structure of the Premises.
5. Install and use only downcast lighting on the Premises and the parking lot so that no lighting shall shine directly onto any residential property.
6. Post in a location visible to passersby both on Santa Fe and the alley a telephone number where a manager can be reached at all times during operating hours.
7. Prohibit all motorcycles and scooters to park in the parking lot on the East side (across the alley) of the Premises.
8. Applicant shall meet with the residential neighbors and a representative of the Baker Historic Neighborhood Association on 7 days' notice to discuss issues that may arise.
9. Applicant shall notify BHNA no less than 15 calendar days prior to any proposed transfer of The Licenses or Applicant's interest in the Premises or 490 Santa Fe. Applicant shall include all the terms of this Agreement in any transfer of the License so all the terms of this Agreement shall be thus binding on the Applicant's transferees, heirs and assigns. In addition, if Applicant transfers any part of the interest of Applicant in the Licenses at 490 Santa Fe, Applicant shall cause the transferee to assume Applicant's obligations under this Agreement.

Should a good faith, unresolved neighborhood complaint be made to BHNA regarding the operation of Applicant's business, BHNA will use reasonable commercial efforts to transmit the complaint to the Applicant within one week after receiving the complaint.

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 fifteen (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.

Except in emergencies or potentially irreversible threats to the well-being, peace and/or quiet of the neighborhood, each party 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 until after written notice, the corrective period, and a reasonable attempt to mediate have elapsed. However, it is understood that BHNA cannot stop individuals from making such formal complaints.


This Agreement is the entire agreement between the parties. No provision of this Agreement may be modified without the written consent of the parties. Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by all parties.

Both the Applicant and BHNA request that the City of Denver include in the License items 1. through 4. above; that the Brewpub 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:  Date: 1-24-13  
Amanda Snitker, President, BHNA  
PO Box 9171, Denver, CO 80209

APPLICANT: BLACK SKY BREWERY, INC.

Signed:  Date: 1-24-13  
Harry Smith, President