

**GOOD NEIGHBOR AGREEMENT RE WAYFINDER CO-OP LCA d/b/a
WAYFINDER CO-OP, 525 SANTA FE DRIVE, DENVER, CONCERNING
AN APPLICATION FOR A BEER AND WINE LIQUOR LICENSE**

THIS AGREEMENT is entered into by and between the Baker Historic Neighborhood Association (BHNA), registered neighborhood association in the City and County of Denver, to be known as Registered Neighborhood Organization (RNO) and Wayfinder Co-Op LCA, d/b/a Wayfinder Co-Op, 525 Santa Fe Drive, Denver, Colorado, (“the Applicant”). Applicant and RNO are collectively referred to herein as the “Parties.”

A. RNO is a registered neighborhood organization in Denver, Colorado, whose neighborhood boundaries include 525 Santa Fe Drive, 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 525 Santa Fe Drive and all Parties want to continue to protect and improve the safety, health, welfare, morals and quality of life in the neighborhood.

B. Applicant has applied for a Beer and Wine Liquor License (“the License”) for 525 Santa Fe Drive, which includes a one-story building, herein referred to as the “Structure”, a patio and adjacent operable windows on Santa Fe Drive, operable windows on the south side of the Structure and a fenced parking lot at the corner of Santa Fe Drive and West 5th Avenue, which as a whole are herein referred to as the “Premises.” Applicant’s business plan is focused on a sales of food and drinks in a portion of the premises and commercial office use in the remainder of the premises. Applicant is scheduled to have a hearing on said application on April 27, 2018 at 1:30 PM (the “Hearing”) before the Denver Department of Excise and Licenses.

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 it will not oppose the granting of the License and will not encourage its members to oppose the License and, in addition, will notify the Denver Department of Excise and License it does 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. Close all windows and doors on the south and east sides of the Structure by 10:00 p.m. except during Outdoor Events as described in paragraph 4 below.

2. Not have any amplified sound or speakers outside the Structure, except during Outdoor Events as described in paragraph 4 below, and not allow sound leaving the Premises to exceed levels allowed by Denver Code at any time. -
3. Not empty trash, recycling, and composting from inside the Structure into outside dumpsters or containers between the hours of 10:00 PM and 7:00 AM nor have pickup of trash, recycling or composting from the Premises between the hours of 9:00 PM and 7:00 AM and will otherwise comply with applicable laws and regulations related to trash disposal and handling.
4. Not have outdoor entertainment, amplified sound or consumption of beer and wine in the parking lot south of the Structure except during Outdoor Events not more than twelve (12) days per year, with all activities outside the Structure to cease by 12:00 AM.
5. Transfer the terms of paragraph 1, 2, 3, and 4, with the License as restrictions/conditions on the License in any transaction involving a transfer, change of ownership, sale, lease, sub-lease or assignment of the License, which four paragraphs shall be printed on the face of the License.

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:

6. Applicant agrees to post in a location visible to passersby on Santa Fe Drive a telephone number where a manager can be reached at all times during operating hours.
7. Applicant agrees to meet with the residential neighbors and a representative of RNO on 7 days' notice to discuss issues that may arise, but no more than 4 times a year.
8. Should a good faith, unresolved neighborhood complaint be made to RNO 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.
9. Should any party to this agreement believe that another 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.
10. Except in emergencies or potentially irreversible threats to the well-being, peace and/or quiet of the neighborhood, RNO 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 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 in part on the sale of food and drinks, the Applicant and RNO agree to the following provision:

11. 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 or change in the Applicant's ownership of the License for 525 Santa Fe Drive. 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 License or the lease for 525 Santa Fe Drive, Applicant shall cause the transferee to assume Applicant's obligations under this Agreement.

12. 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 and 4 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 4 above; that the Beer and Wine 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: _____ Date: _____

Mathew Wassinger, President
P.O. Box 9171, Denver, CO 80209
president@bakerneighborhood.org

APPLICANT: Wayfinder Co-Op LCA, d/b/a Wayfinder Co-Op

Signed: _____ Date: _____

(name) _____ (title) _____

Wayfinder Co-Op LCA, d/b/a Wayfinder Co-Op
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info@wayfinder-coop.com