

AGREEMENT

This agreement is entered into as of the 30th day of April, 1999, between Capitol Hill United Neighborhoods, Inc. and Congress Park Neighbors, Inc. (hereinafter referred to as Community), and ZIPP Tavern, Inc. (hereinafter referred to as Applicant) and Blarney Castle Partnership (hereinafter referred to as Landlord).

WHEREAS, Applicant has applied for a modification of its tavern liquor licensed establishment at 3014 East Colfax Avenue, Denver, CO from the Denver Department of Excise and Licenses, City and County of Denver, Colorado to enable the addition of an outdoor patio to the south of the building at 3014 East Colfax Avenue; and

WHEREAS, Community is and has been engaged in efforts to protect and improve the safety and quality of life in the neighborhoods surrounding 3014 East Colfax Avenue and all parties want to continue to protect and improve the safety and quality of life of the surrounding area; therefore, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Community agrees not to oppose Applicant's application for a modification of its premises and will inform the Denver Department of Excise and Licenses in writing that it does not oppose the modification of premises, subject to the agreements stated herein.
2. Applicant will make its best efforts to comply with the Colorado liquor code including to make all efforts to refuse sale of any alcohol beverage to any visibly intoxicated person or to any minor. Additionally, Applicant will make best efforts to ensure that any employees of Applicant who may serve alcohol beverages will attend a training seminar which teaches the Colorado Rules and Regulations governing liquor sales.
3. Applicant shall use its best efforts to have an employee sweep litter and trash from the sidewalks immediately outside its premises at least once per day.
4. Applicant agrees to use best efforts to maintain order among guests and to prevent noise, loitering and panhandling outside of the premises.
5. Applicant agrees that it will close the outdoor patio no later than 10:00 p.m. on Sundays through Thursdays and no later than midnight on Friday and Saturday nights.
6. Applicant agrees that it will not provide any live music or entertainment on the outdoor patio and, in addition, Applicant will keep the sound level of any recorded music, whether from inside the building or from the patio, to be kept low, so that nearby residents are not disturbed by any music from the establishment.

7. Applicant will provide outdoor lighting for the outdoor patio and the adjacent parking lot; however, the lighting will be designed so that it does not cast light into nearby residences so as to disturb the residents.
8. Applicant agrees to install and monitor and keep operational at least one security camera to provide surveillance of the outdoor patio area.
9. Applicant agrees that there will be no access allowed for customers to enter the outdoor patio from the parking lot or any other outside access point. In order to enter or exit the outdoor patio, customers or others must pass through the front door at 3014 East Colfax Avenue.
10. The parties agree to meet together every three months at a mutually agreed time and place to discuss any concerns or problems relating to Applicant's establishment or other neighborhood problems.
11. Should Capitol Hill United Neighborhoods, Inc. or Congress Park Neighbors, Inc., or the Applicant or the Landlord, by a vote of the majority of the members in attendance at a meeting properly organized by the by-laws of that group, find that any terms of this agreement are being violated and have not been informally resolved through an informal meeting discussed in the preceding paragraph, that party will immediately notify the offending party in writing of the existing or potential problem. If the offending party has not taken reasonable measures to cure or provide explanation of the alleged breach within 15 days of receipt of such notification, the matter shall be referred to mediation through the Denver Department of Excise and Licenses or to binding arbitration with an arbitrator selected by the American Arbitration Association. Costs, if any, will be borne by the failing party.
12. In the event that any party to the agreement fails to comply with the decision of an arbitrator, the decision of the arbitrator may be enforced through an action for specific performance or other injunctive relief brought by any party to the agreement in an appropriate county or district court in and for the City and County of Denver, State of Colorado.
13. This agreement shall be binding upon any transferees of the Applicant and the Landlord.
14. If, for any reason, Landlord comes into control of the tavern liquor license, Landlord agrees to be bound by all of the provisions of this agreement applying to the operation of the establishment at 3014 East Colfax Avenue.

15. If either Applicant or Landlord lease or sublease the property and a tavern liquor license is involved, Applicant or Landlord agree to incorporate the terms of this agreement into that lease or sublease.

CAPITOL HILL UNITED NEIGHBORHOODS, INC.

By: [Signature]

Title: EXECUTIVE DIRECTOR

CONGRESS PARK NEIGHBORS, INC.

By: [Signature]

Title: President

ZIPP TAVERN, INC.

By: [Signature]

Title: President

BLARNEY CASTLE PARTNERSHIP

By: [Signature]

Title: Partner - owner